

# PLYMOUTH-CANTON

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Community • Schools

AGREEMENT BETWEEN THE

PLYMOUTH-CANTON  
BOARD OF EDUCATION

AND THE

PLYMOUTH-CANTON  
EDUCATION ASSOCIATION  
MEA / NEA

2010-2011
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**2010-2011 AGREEMENT  
between**

**PLYMOUTH-CANTON COMMUNITY SCHOOLS BOARD OF EDUCATION**

**and**

**PLYMOUTH-CANTON EDUCATION ASSOCIATION, MEA/NEA**

THIS AGREEMENT, entered into this 31ST day of August, 2010 by and between the Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, hereinafter called "the Board," and the Plymouth-Canton Education Association, MEA/NEA (an affiliate of the Michigan Education Association and the National Education Association), hereinafter called "the Association."

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Plymouth-Canton Community Schools is their mutual aim, and, that the character of such education depends predominantly upon the quality and morale of the professional staff, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations have reached certain understandings which they desire to confirm by contract.

It is hereby agreed as follows:

**ARTICLE I**

**RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified personnel holding positions requiring certification whether under contract, on leave, employed or to be employed by the Board including: classroom teachers, alternative education and English as a Second Language (ESL/Bilingual) K-12 teachers, elementary music, elementary art, elementary physical education, permanent substitutes, term substitutes, guidance counselors, media specialists, learning specialists, school psychologists, social workers, teacher consultants, speech and language pathologists, teachers of the physically handicapped, teachers of the deaf, teachers of the blind, teachers of the homebound, teachers of the hospitalized, teachers of the educable mentally impaired, teachers of the emotionally impaired, teachers of the learning disabled, work study coordinators, pre-school classroom teachers, occupational therapists, physical therapists, resource room coordinators, resource room teachers, curriculum resource consultants, school nurses, language development consultants, , and all other certified personnel who work directly with children and all non-certified or non-endorsed personnel who are hired consistent with MCL 380.1233(b) who work directly with children.

There shall be excluded from the bargaining unit the following: per diem substitutes, accounting/business office personnel, clerical personnel, secretarial personnel, cafeteria personnel, technical personnel, maintenance personnel, custodial personnel, transportation

personnel adult education and community education employees, and teacher aides/paraprofessionals.

In addition, there shall be excluded supervisory and administrative personnel, such as: Superintendent, Deputy Superintendent, Assistant Superintendents, Executive Directors, Administrative Assistants, Principals, Assistant Principals, Coordinators of Curriculum, Director of Libraries, Director of Continuing Education and assistants, Area Coordinators, Director of Special Education and assistants, Special Education Supervisors, Director of Maintenance and Custodial Operations, Supervisor of New Construction and all other personnel who spend more than one-half of their time in administrative and supervisory activities.

The term "teacher" when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating units as defined, and referenced to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

## **ARTICLE II**

### **RIGHTS AND RESPONSIBILITIES OF THE BOARD**

- A. There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.
- B. It is agreed that the Board retains the rights, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of the Agreement or violation of law. The Board agrees, however, to negotiate any changes in personnel policies related to hours, wages and working conditions of teachers.

## **ARTICLE III**

### **RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or its designated representative or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws or other applicable laws. The rights

granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The Board specifically recognizes the rights of its employees appropriately to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency wherever differences cannot be resolved in local negotiations pursuant to the provisions of this Agreement.
- D. The Association, or any committee, thereof, shall have the right to use school buildings and facilities without charge for professional meetings during such time as the building is covered by the operating staff. Room reservation shall be made with the principal involved in writing one (1) week in advance. The Association agrees to reimburse the Board for any damages to equipment entrusted to its use and care.
- E. Reasonable requests for use of existing facilities including office, lounge, workroom and bulletin boards shall be granted to the Association by the building principal. Bulletin boards used will be restricted to official organization materials. Building principals will grant the use of boards that are not used for student postings. Interschool mail delivery and E-mail service shall be granted to the Association. The Association agrees to pay for all materials used for its purpose.
- F. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board reports), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- G. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board copies of the membership form and voluntary political action check-off form which authorizes deduction of membership dues and Voluntary Political Action Funds in the Association, including NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. The monthly deduction shall be one-twentieth of the combined dollar total of membership dues and Voluntary Political Action Funds. This yearly total and biweekly deduction may be of varying amounts depending upon each member's authorization. The Association will provide the Board with the signed membership authorizations and signed voluntary political action authorizations for all new members. Pursuant to such authorizations, the deduction will be made biweekly by deducting one-twentieth of the combined membership dues and Voluntary Political Action Funds for the Association, NEA, and MEA starting with the second full pay and ending with the last payment in June. Deductions for teachers employed after the commencement of the school year shall have one-twentieth of the combined membership dues and Voluntary Political Action Funds for the Association, NEA and MEA deducted biweekly for the remainder of the school year including the month employment commences.
- H. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph G of this Article, using a special deduction authorization form provided by the Association. In the event that a teacher shall not pay such fee directly to the Association or authorized payment through payroll deductions, as

provided in Paragraph G, the Board shall at the end of the semester cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of the Article is just and reasonable cause for discharge from employment. Further, it is understood and agreed that, anything to the contrary notwithstanding, the Board shall not be required to terminate the services of any teacher or give notice thereof unless the Association has given a written notice of the failure of said teacher to tender the properly executed authorization previously mentioned and copies of same simultaneously sent to the Superintendent of schools.

However, if at the end of the semester any teacher who has received a termination notice shall be engaged in pursuing any legal remedy contesting the discharge under this provision before a court of law, the Michigan Tenure Commission, or before any other administrative tribunal, then such teacher's services shall not be terminated until the said teacher has either obtained a final determination or decision on the validity and legality of the discharge or has ceased to pursue all available judicial and quasi-judicial remedies.

- I. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Association further agrees to indemnify the Board for any damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
  - 1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  - 2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Board by any court or tribunal.
  - 3. The Association has the right to choose the legal counsel to defend any said suit or action.
  - 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
  
- J. There shall be twenty-five (25) released days granted to the Association for use by the President or a delegate for Association activities. Additional time shall be granted upon agreement between the President of the Association and the Executive Director of Human Resources based upon a specific situation.
  
- K. The Plymouth-Canton Board of Education and the Plymouth-Canton Education Association, will jointly agree to release the PCEA President on a full time basis. The Board shall provide the PCEA President with full salary including the placement on the appropriate BA or MA Degree salary schedule, as if the employee were still teaching full time, and full fringe benefits. The President will be entitled to all the rights applicable to a full time teaching position (including seniority, sick time, etc.).

The Plymouth-Canton Board of Education further agrees to provide the PCEA President, upon the completion of the term of office, the right to return to:

- 1. First, to the same position and school, provided an opening is available, or
- 2. Next, to an open endorsed position at same school, if opening is available, or
- 3. Finally, to a full time position in the District for which the President holds appropriate certificate endorsements.

The Plymouth-Canton Board of Education will also provide the PCEA President office space in one of the buildings; provided space is available, (a space where the office can be locked and a phone can be installed for the President's use). The Plymouth-Canton Education Association agrees to pay to the Board of Education, or its designee, one-half (1/2) the salary of a full time beginning teacher's salary on the BA Degree Base, and will pay the full time M.P.S.E.R.S. contribution to the District on behalf of the PCEA President as a full time teacher. The PCEA President will continue to work on District committees, and will participate in half-day inservices, and complete the six (6.0) hour Staff Development commitment.

#### **ARTICLE IV**

##### **FAIR PRACTICE**

The Board and the Association agree to not discriminate against any employee on the basis of religion, race, color, national origin, age, gender, height, weight, handicap, sexual orientation, marital status, membership or participation in, or association with the activities of the Association, in accordance with the law.

#### **ARTICLE V**

##### **GRIEVANCE PROCEDURE**

###### **A. PURPOSE:**

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration.

###### **B. DEFINITION:**

1. A "grievance" is a claim by a teacher that there has been a violation or misapplication of the terms of this agreement, or established Board policies, administrative regulations or past practices relative to terms and conditions of employment.
2. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Agreement.

###### **C. TIME LIMITS:**

The initiation of any formal grievance to be processed through the procedure as outlined in this Article shall be governed by the following time limitations:

1. All references to time limits herein shall consist of "school days" except when a grievance is submitted on or after May 15, time limits shall consist of all "week days" so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
2. The following time limits shall act as limitations on the institution and filing of grievances, unless mutually extended or waived by both the Administration and the Association:

- a. Grievances pertaining to any disciplinary action taken by the Administration against any member or members of the bargaining unit shall be filed at the appropriate grievance level within twenty-five (25) days from the date written notice is given to the member or members affected by the disciplinary action so taken.
- b. Any other cause for grievance arising during the term of this Agreement shall be filed at the appropriate grievance level within twenty-five (25) days of the occurrence or impact on the teacher.

**D. GRIEVANCE REPRESENTATION:**

1. The Association shall establish a Grievance Committee to be selected in a manner determined by the Association. The Association agrees that it will identify to the Board, in writing, all current officers and Grievance Committee members.
2. In the event any representative or member of the Grievance Committee is also the grievant in the matter at issue, he/she shall then disqualify himself/herself for the case involved and shall be replaced by another member of the Association in a manner determined by the Association.
3. The building principal or administrator shall be the administrative representative when the particular grievance arises in one building.
4. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
5. The Association Grievance Committee shall approve of, and process, all grievances to be pursued beyond the first step of the Grievance Procedure.

**E. PROCEDURE:**

1. **INFORMAL PROCEDURE:** The parties acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through free and informal communication. Therefore, if an individual teacher has a personal complaint which he/she desires to discuss with a principal, he/she is free to do so without recourse to the grievance procedure. When requested mutually, by the teacher and principal, the building representative or a member of the Association's Grievance Committee may intervene to assist in resolving the complaint.
2. **FORMAL PROCEDURE:** A teacher is not required to process a complaint as a grievance. He/she may seek informal discussion and adjustment as outlined in Article V, E1 but he/she is not required to do so. If he/she wishes to process the complaint formally, he/she must invoke the formal grievance procedure which is subject to the control of the Association. In the administration of the formal grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

A formal grievance shall not be adjusted without prior notification to the Association and opportunity for an Association representative, either a member of the Grievance Committee or the building representative, to be present; nor shall any adjustment of a formal grievance be inconsistent with the terms of this Agreement.

- a. **STEP ONE - ASSOCIATION GRIEVANCE Committee.** The formal grievance procedure is invoked only when the grievance is put in writing on a copy of the Grievance Form as set forth in Addendum B. Grievance forms shall be available from the Association representative in each building.

After the necessary information is entered upon the said form such as the date, the cause of grievance occurred, a statement of the grievance, a statement of the relief sought, and the signature of the grievant, the forms shall then be delivered to the Association's Grievance Committee for consideration and for any further action the said Committee may deem necessary. It shall be the duty of the Grievance Committee to discuss, judge and decide on the merits of the particular grievance so filed.

If, in the estimation of the Grievance Committee, the grievance so placed in its hands for determination and disposition puts forth a meritorious claim under the definition of grievance as defined in Article V, B.I then the Grievance Form submitted to the said Committee shall be signed by the Committee Chairperson, and a copy of the said Grievance Form shall then be delivered to the building principal, administrator, or Superintendent whichever is appropriate within twenty-five (25) days of the occurrence or impact on the teacher.

- b. **STEP TWO - BUILDING PRINCIPAL/ADMINISTRATOR.** Within five (5) school days of receipt of the grievance, the principal shall meet with one member of the Association's Grievance Committee in an effort to resolve the grievance. The principal or administrator shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Grievance Committee.
- c. **STEP THREE - SUPERINTENDENT.** If, within fifteen (15) days, the Grievance Committee is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or eight (8) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent, or his/her designee, shall meet with the Grievance Committee on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the Association.
- d. **STEP FOUR - BINDING ARBITRATION.** If the Grievance Committee is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within the period above provided, the grievance may, at the election of the Association, be submitted to arbitration before an impartial arbitrator. The Board of education will be notified that the grievance has been submitted for arbitration.

The rules of the American Arbitration Association shall govern the arbitration proceedings except as modified herein. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The Arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator if the decision is within the scope of his/her authority and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

The Board and the Association shall attempt to mutually agree on a panel of three (3) permanent arbitrators who shall be appointed annually. The three (3) arbitrators shall be used on a rotating basis except where the parties mutually agree to use an arbitrator out of rotation. If agreement cannot be reached on the three (3) arbitrators, the parties may opt to use only those arbitrators on which agreement has been reached or use the services of the American Arbitration Association in the rotation process. Except in cases involving the American Arbitration Association, appeals for arbitration shall be sent directly to the arbitrator, in rotation with a copy to the Executive Director for Human Resources. Within one (1) week of filing, a conference call will be scheduled with the Arbitrator, Executive Director for Human Resources and the PCEA Representative in an attempt to schedule a hearing date. The site for the Arbitration hearings shall alternate between the PCEA (or local MEA office) and the Board Office.

Once the appeal for arbitration has been filed, all communications with the arbitrator about that case shall be done jointly, or with prompt notice to the other party in emergencies or where the arbitrator initiates the contact.

- f. The request for arbitration must be within fifteen (15) days after receiving the Board's final answer on the grievance.
- g. The arbitrator shall have no power to establish scales or change any salary set forth in this Agreement.
- h. The arbitrator shall have no power to rule on any of the following:
  - (1) Any matter not involving an alleged violation or misapplication of the terms of this agreement, or established Board policies, Administrative regulations, or past practices relative to terms and conditions of employment.
  - (2) The failure to re-employ probationary teachers.
  - (3) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule, except the question of the Board's liability on a written contract.
  - (4) Any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937, of Michigan, as amended).

**F. SPECIAL PROCEEDINGS:**

- 1. At times the Association shall be qualified to prosecute a claim of grievance because the alleged violation has affected an identifiable group of three (3) or more teachers within the bargaining unit. In this event the Executive Committee of the Association will be the grievant and will file the grievance directly with the Superintendent, or his/her designee, at Step Three of the formal grievance proceedings.
- 2. If it is the desire of any teacher to exclude from the grievance procedure those matters which the teacher desires to have submitted to the Tenure Commission

under the provision of the Michigan Teacher Tenure Act, then that teacher may pursue his/her claim notwithstanding the existence of the grievance procedure of this Agreement by invoking the right contained in this section.

**G. MISCELLANEOUS:**

1. During the pending of any proceedings, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
2. There shall be no reprisals of any kind by administrative personnel taken against the grievant, any party of interest or his/her Association representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.
3. Notwithstanding the expiration of this Agreement, any claim or grievance for which cause arose hereunder may be processed through the grievance procedure until resolution.
4. If either party refuses to arbitrate a grievance arising under this Agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex parte basis.
5. For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to grievances and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the teacher or any issue in the proceeding in question. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.
6. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
7. It is hereby understood and agreed by the parties that references in the contract to a decision being "final" will be interpreted by the parties as not grievable.

**ARTICLE VI**

**TEACHING CONDITIONS**

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

**A. PHYSICAL ENVIRONMENT**

1. The preservation of safe, wholesome and pleasant surroundings is a paramount concern of both the Board and the Association. There shall be a continued alertness by the Board and the teachers to prevent hazardous conditions at all times

in all buildings. The arrangement of furnishings in the classroom shall be for the optimum educational setting as determined by the teacher subject to the approval of the principal.

2. To the extent feasible in existing buildings and in designing new buildings and rehabilitating existing buildings, the Board will provide in each school building:
  - a. Lounges, conference rooms and lavatories, appropriately furnished and maintained shall be conveniently available for the professional staff. The lounge and conference room facilities will not be used for regularly scheduled meetings without prior consultation with the building faculty.
  - b. A teacher workroom and storage space of suitable size and location containing adequate equipment and supplies to meet the needs of teachers in preparing instructional materials.
  - c. Each teacher shall be provided with sufficient storage facilities to meet the needs of his/her assignment; the location of such facilities shall be accessible to the teacher without disruption of others.
  - d. A system whereby teachers can effectively and expeditiously communicate with the main building office in the event of an emergency.

The Board or its designated representative agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not prevail.

3. Safe and adequate parking facilities will be maintained and the Board will provide additional parking facilities where needed.
4. Outside telephone lines shall be available for teacher use for professional and/or emergency purposes. All toll and long distance calls must be recorded in the school.
5. The Board recognizes that appropriate textbooks, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires and similar instructional materials are the tools of the teaching profession. The Board shall make every effort at all times to keep the schools reasonably and properly equipped with such materials. The Board further recognizes the value of teacher participation in the selection and use of instructional materials and agrees to the participation of teachers in the process of selection of school materials, but the Board reserves the right to approve final purchase and selection of such materials of instruction.
6. No teacher shall be required to work in a building in preparation for the daily teaching assignment beyond the contractual teacher's day.

**B. HIGH SCHOOL**

1. The high school administration, working cooperatively with teachers, will determine teacher's class structures using the following guidelines:
  - a. A six period assignment, one of which shall be a planning period, excluding the lunch period, shall be considered a teaching day for the high school.

The normal full week for all high school teachers shall not exceed twenty-five (25) teaching or classroom supervision periods.

- b. Teachers will be responsible for conducting a homeroom to administer a counseling/attendance period. Teachers not assigned to homerooms may be assigned hall supervision for this period.
- c. Teachers shall have forty (40) consecutive minutes of time for lunch each day, which shall be scheduled during the 4th period.
- d. Teachers will have a pre/post time of thirty-five (35) minutes. Teachers shall arrive fifteen (15) minutes before and shall remain not less than twenty (20) minutes after the regularly scheduled pupil day. However, teachers shall be permitted to report on adjusted schedules (20 -15 or 35 -0). Teachers on adjusted schedules shall have the same continuous time and the same amount of total pre- and post-student time as teachers on regular schedules as described above.
- e. A teacher shall not be assigned more than four (4) preparations without his/her consent. Except where necessary a teacher shall not be assigned more than three (3) preparations. If it is necessary to assign a 4th preparation to a teacher and the teacher objects to a 4th preparation, he/she may, after consultation with the building principal, appeal to the Executive Director of Secondary Education for relief.

**C. MIDDLE SCHOOL**

- 1. The Middle School day shall consist of a six (6) period assignment, one of which shall be a planning period, excluding the lunch period. The normal full week for all Middle School teachers shall not exceed twenty-five (25) teaching or classroom supervision periods.
- 2. Every effort shall be made to correct class size inequities among teachers. If possible, this shall be done prior to the first class meeting.
- 3. Any change in the Middle School pupil/teacher ratio which is inconsistent with district-wide pupil/teacher ratio changes shall be subject to Association Agreement.
- 4. Teachers shall have forty (40) consecutive minutes for lunch each day, which shall be cooperatively worked out by the building administrator and staff minimizing the use of passing time. Teacher lunch time shall be scheduled during the student lunch periods unless a teacher agrees to a variation.
- 5. A teacher shall not be assigned more than four (4) preparations without his/her consent. Except where necessary a teacher shall not be assigned more than three (3) preparations. If it is necessary to assign a fourth preparation, he/she may, after consultation with the building principal, appeal to the Executive Director of Secondary Education for relief.
- 6. Teachers assigned to more than one building shall be provided travel time exclusive of the lunch and planning periods. Any variation of this provision shall be agreed to by the teacher.

7. Both parties agree to unique organization for instruction, such as block time, team teaching, and flexible scheduling. Such scheduling shall be equivalent to the teaching time identified above.
8. The continuous work time for a Middle School teacher shall not exceed 435 minutes including class time, passing time, lunch time, planning time, travel time, and pre- and post- student time.
9. All teachers shall have a total of twenty (20) minutes of pre- and post-student time (10-10, 20-0) except that teachers adjusted schedules shall have the same continuous work time as teachers on regular schedules.

**D. ELEMENTARY SCHOOLS**

1. The Elementary School Day shall consist of the following:
  - a. A 32 minute pre- and post- flex planning time will be allotted. At least 5 minutes must be prior to the start of the student day. This time may be used for planning, as well as pre- and post-student time and will still allow for students to enter the classroom 5 minutes prior to the start of the daily instruction. It is recognized that individual schools, may desire the flexibility to incorporate their staff meetings during this time. No more than one 32 minute planning period per week may be used for meetings. No teacher shall be required to attend any meeting during his/her planning period without his/her consent, beyond one per week.
  - b. A lunch period equal to the student lunch period, but not less than fifty (50) minutes.
  - c. During periods when art, music, physical education, media, or other special area classes are being conducted, the regular classroom teacher will not be required to attend the special class with his/her students unless there are special circumstances, but shall perform other teaching related duties upon mutual agreement with the principal. In the event it becomes financially necessary to reduce any special programs, the use of the 195 minutes per week shall be mutually agreed upon by the parties. With the increase in mandated student hours to 1,098, the 135 minutes will increase to 150 minutes and the library/media time will be increased to 45 minutes per week. Total planning time as a result of special classes will be 195 minutes per week.
  - d. Each section of kindergarten will receive thirty-five (35) minutes of physical education, thirty (30) minutes of media, and thirty-two and a half (32.5) minutes of music or art. This will give a.m. and p.m. kindergarten classes ninety-seven and a half (97.5) minutes of special classes. The six minutes of planning time at lunch will be eliminated. All full time kindergarten teachers will have one hundred and ninety-five (195) minutes of planning time and ninety-seven and a half (97.5) minutes of planning time for part-time kindergarten teachers.
  - e. Elementary planning time for K-5 will increase from one hundred eighty (180) minutes for the 2007/08 school year to 195 minutes. This may include an increase of art music and P.E. with a possibility of splitting time.

- f. Full-time kindergarten teachers will receive one (1) additional floating day or two (2) floating half days for preparations of records. Part-time kindergarten teachers will receive one additional floating half day for preparation of records. Scheduling of the record day(s) will be determined between the teacher and the building administrator.

If the district establishes full-time kindergarten sections, the kindergarten teachers will receive the same record preparation time as 1-5 teachers.

2. No elementary teacher shall be required to be on duty more than five (5) of the ten (10) recess periods each week. Schedules will be arranged in each building to assure that the recess periods are supervised.
3. **ELEMENTARY ART, MUSIC MEDIA, AND PHYSICAL EDUCATION TEACHERS.**
  - a. Each elementary art, music, media, physical education or other special area teacher shall be assigned no more than one (1) class per period. First through fifth grade class periods shall be approximately 50 minutes in length for art, music, and physical education and 45 minutes in length for media unless a flexible schedule is mutually agreed upon by the special area teacher and the building principal. Kindergarten classes will receive thirty-five (35) minutes of physical education, thirty minutes of media and thirty- two and a half (32.5) minutes of art or music unless a flexible schedule is mutually agreed upon by the special area teacher and principal. A self-contained special education class will be considered one class.
  - b. Travel Time for special area teachers will be the amount of time necessary to travel between the two buildings involved and will vary by distance and location within the district. Travel time will not be less than 30 minutes exclusive of lunch.
4. In the event combined grades (split teaching assignments) become necessary, this position shall be rotated among the staff of that particular grade level.

#### **E. ALTERNATIVE EDUCATION TEACHERS**

The alternative education administration, working cooperatively with teachers, will determine each teacher's class structure.

Teachers will be provided one (1) hour for each four (4) hours of classroom instruction time for a planning period. A full time teacher will be defined as a teacher who instructs twenty-four (24) or more classroom hours per week.

#### **F. ENGLISH LANGUAGE LEARNERS (ELL) TEACHERS**

1. The bilingual department administration, working cooperatively with teachers, will determine teacher's student contact time schedule using the following guidelines:
  - a. **ELEMENTARY ELL/BILINGUAL TEACHERS**  
Staff schedules will be determined based on the number of eligible limited English proficient students in each elementary school building.
  - b. **MIDDLE SCHOOL ELL/BILINGUAL TEACHERS**

Staff schedules will be determined based on the number of eligible ESL/Bilingual students in each building.

2. ELL/Bilingual teachers will be provided travel and planning time.

**G. ALL SCHOOLS**

1. The continuous work time of an elementary and high school teacher shall not exceed 455 minutes and middle school teachers shall not exceed 435 minutes including class time, passing time, lunch time, planning time, and pre- and post-student day time, with the exception of Alternative Education teachers who may agree to flexible scheduling.

The Elementary School day shall not commence earlier than 8:15 a.m. nor later than 9:20 a.m.; the Middle School day shall not commence earlier than 7:35 a.m. nor later than 8:05 a.m.; and the High School day shall not commence earlier than 7:00 a.m. nor later than 7:30 a.m. Changes outside the above limits shall be negotiated with the Association.

2. Teachers employed less than full time shall be granted preparation time in proportion to their assignment.
3. On Fridays and days preceding holidays, teachers are free from duty at the close of the pupils' school day, except when in-service education or record days are scheduled within a normal school day.
4. Both parties agree to unique organization for instruction, such as block time, team teaching, and flexible scheduling. Before an administrative decision is made to initiate or dissolve a unique instructional program, the administration will inform and consult with the affected parties, seek input and review relevant data. Such scheduling shall be equivalent to the contact time and planning time identified in Sections B and C above, on a weekly basis, and will supersede any conflicting provisions, provided all affected teachers agree. This provision shall not permit more than five teaching assignments in any one day.
5. In the event of new curriculum adoptions and district-wide assessments, the following considerations shall take place prior to implementation:
  - a. Training: Training, as determined by the Assistant Superintendent for Instructional Services, shall include a comprehensive initial training period; as well as necessary on-going staff development training.
  - b. Materials: Essential materials shall be purchased and available for classroom use before the new curriculum is implemented. Funds shall be made available for the replacement of essential consumable supplies related to the new curriculum.
  - c. It is important for the potential success of any new curriculum, that a period of 3-5 years be given to the staff member to assimilate this change into their total program. The parties agree that this language is not intended to allow a teacher to refuse or unreasonably delay implementation of any new curriculum.

6. Teacher Leaders may guide but not supervise or evaluate other teachers.

## **H. MEDIA CENTER**

The parties hereto recognize the importance of the concept of the Media Center in each school as part of the district education program. In recognition of this concept, the following guidelines are desirable:

### Elementary School

One (1) full time certified librarian/media specialist for each 500 students, or major fraction thereof; plus one (1) full time media secretary for each 500 students; plus one (1) full time equivalent media aide for each 500 students.

### Middle School

One (1) full time certified librarian/media specialist for each 600 students, or major fraction thereof; plus one (1) full time media secretary for each 600 students; plus one (1) full time equivalent media aide for each 600 students.

### High School

One (1) full time certified librarian/media specialist for each 700 students, or major fraction thereof; plus one (1) full time media secretary for each 700 students; plus one (1) full time equivalent media aide for each 700 students.

### All Schools

Recommendations of media aides and secretarial staff shall be mutually agreed upon by the chief building administrator (or his/her appointed delegate), the District Director of Libraries and the affected librarian/media specialists. Assignments of secretaries and media aides shall be proportionate to student load.

## **I. FACULTY MEETINGS**

It is the responsibility of teachers to attend and participate in building faculty and grade/departmental meetings held before or after the regular school day. Where possible, these should be regularly scheduled meetings not to exceed four (4) in any given month. The length of teachers meetings shall be limited to forty- five (45) minutes unless there is mutual agreement to extend the time. One of more staff meeting(s) a month will be designated for staff collaboration / professional learning communities (PLC). Special or additional meetings will be held only with the consent of the teachers involved.

On one of the three teacher workdays at the beginning of the year, there will be as staff meeting not to exceed one (1) hour in length. New teachers or transfers to a building will have up to one half (1/2) hour of additional staff meeting time.

## **J. RELIEF FROM NON-TEACHING DUTIES**

1. Teachers shall have a duty-free lunch period as long as the students' lunch period. However, classrooms will be open under the supervision of teachers at the first bell.
2. The Association acknowledges that, with minor exceptions, the Administrative Policies toward non-teaching duties have been highly satisfactory. The Board and the Association recognize that teaching is a profession and teachers shall not be assigned but may volunteer to assist in the following non- teaching duties:

- a. Supervision of playgrounds before and after school.
  - b. Supervision of the normal loading and unloading of buses.
  - c. Collecting money from students for non-educational purposes.
  - d. Preparing form letters to parents and other similar clerical functions.
  - e. The distribution and inventory of books and supplies except in their classrooms and/or departmental areas.
3. The Association acknowledges that teachers have a responsibility, as they move to and from their classrooms, to regulate the conduct of and protect all students on school property. Under usual circumstances teachers should be available immediately before and after school in or near their classroom to assist students.
  4. All teachers and administrators share a responsibility for the movement of students within the building.
  5. Substitute teachers are to be employed to replace art, physical education and music teachers who are absent or are removed from regular duties for other school functions.
  6. Teachers shall not be expected to perform custodial or maintenance duties.

#### **K. EDUCATIONAL AIDE**

If financially feasible there will be an Educational Aide program to assist teachers in the performance of their duties. This program will include no less than one (1) half-time person in each Elementary Administrative Unit and one and one-half (1 1/2) persons in each of the Middle Schools.

The Association, through its members, agrees to assist in the training of Educational Aides.

The Educational Aide shall be directly responsible to the building principal who will arrange for a schedule of work assignments. Teacher's requests for service will be arranged with a Building Administration Teacher Committee on a shared basis with the total teaching staff in each building. Educational Aides will be assigned to an individual teacher only upon the request and/or approval of the teacher involved and the administrator. A teacher administrator team has reviewed the guidelines for the use of educational aides in the Plymouth-Canton Community Schools and will be submitting these recommendations to the Superintendent.

#### **L. MEDIA AIDE**

In the event there is a media aide program, the function of the media aide shall be to augment but not replace the unique services provided by the certified librarian/media specialist in each school. Media aides shall be assigned to each media center in accordance with Article VI of this Agreement and shall assist with the following non-teaching duties, under the guidance of the librarian/media specialist:

1. Operate and assist with audio-visual equipment.
2. Explain and demonstrate the use of technical equipment and materials.

3. Perform special clerical tasks required in such areas as acquisitions, maintenance of records, receiving and issuing of materials, and taking inventory.
4. Assist with technical processing of print and audio- visual materials in accordance with the established procedures.

#### **M. STAFF DEVELOPMENT COMMITMENT**

Providing opportunity for professional growth is basic to teacher effectiveness and instructional improvement. Fostering such opportunity through a variety of experiences offers staff the flexibility to meet individual and group needs within the context of both interest and expertise.

In recognition of a responsibility toward professional growth, teachers shall participate in six (6) hours of staff development activity beyond the regular teacher workday.

Teachers will select from a list of on-line sessions, using the district's Moodle course delivery system or a district designated alternative. Teachers will have to access the WCRESA website to record their on-line learning and receive credit for the professional development.

Leave days may not be used by a teacher in fulfillment of all or part of the six (6) hour staff development requirement. Part-time teachers shall have the inservice requirement adjusted proportionate to their assignment (e.g., .5 FTE/3 hours; .6 FTE/4 hours).

#### **N. OPEN HOUSE**

All building staff shall participate in an annually scheduled fall parent Open House conducted on a building-wide basis. The purpose of such an Open House would be to inform parents about classroom standards and activity, general building operation (e.g., rules and regulations), and to share essential curriculum goals and objectives for the year. The open house format and evening will be determined by the building staff. Open house for the high schools (P-CEP) will be scheduled on the first Thursday after classes begin. Other open houses will be determined in the following order – by middle schools and then by elementary schools. The dates of the open house will be reported to the Assistant Superintendent of Instruction by the end of the school year prior to the open house.

For the elementary and Middle Schools, the open house will be at least 1 and ½ hours in length.

For the high schools, a total of eight (8) hours will be scheduled between the open house and parent teacher conferences. Representatives from the teaching staff and the building administration will mutually determine how to divide this time.

#### **O. PARENT/TEACHER CONFERENCE SCHEDULING**

Opportunity for parent/teacher communication regarding student performance and school progress is an important part of the home- school relationship. In support of this effort, provision is made in the school calendar for a period of regularly scheduled parent/ teacher conferences.

The dates and times of parent/teacher conferences, as set forth in the calendar, may be changed if agreed to by the Assistant Superintendent for Instructional Services, or his/her designee, and a majority of the teachers directly involved.

Full-time kindergarten teachers will receive two (2) additional full days or four (4) half days for parent teacher conferences. Part-time kindergarten teachers will receive one (1) additional day or two (2) half days for parent teacher conferences. A substitute teacher will provide the release time for parent teacher conferences. Scheduling of the parent teacher conference(s) will be determined between the teacher and the building administrator.

If the district established full-time kindergarten sections, the kindergarten teachers will receive the same conference time as 1-5 teachers.

**P. SKILLS TRAINING**

1. The Board of Education is desirous of having all staff trained in skills and concepts designed to support and extend the effectiveness of their instruction.
2. If the staff member is scheduled to participate in a session that takes place during a time school is in session, they will be released from their duties.
3. If a staff member is required to participate at a time outside of their contracted commitment, they will be reimbursed at the daily substitute rate.

**ARTICLE VII**

**CLASS SIZE**

A. The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality education that is the goal of both teachers and the Board.

B. Because the teacher-pupil ratio is an important aspect of an effective Educational Program, the parties agree that the following professional staff-pupil ratio guidelines are desirable:

1. Elementary Schools
  - a. Grades K-3 --- 25 pupils
  - b. Grades 4-6 --- 28 pupils
  - c. Split level classes should be limited to:
    - Grades K-1, 1-2 - 20 pupils
    - Grades 2-3, 3-4 - 23 pupils
    - Grades 4-5, - 25 pupils
2. Split Classes

The administration and faculty at each building will design a written plan yearly of how support will be provided to split classrooms when they exist in all curriculum areas. This plan will then be submitted to the Instructional Service Department for approval and a copy to the PCEA President.

The maximum number of students in split classes is three (3) less than the straight grades unless a higher number is necessary to avoid exceeding the Board class size mandate.

3. Secondary Schools
  - a. Grades 6-12 --- 30 pupils
  - b. Vocational and Industrial Education, Laboratories, Industrial Arts, Art, and Home Economics --- 20 pupils.

- c. The number of students should not exceed existing facilities and work stations.
4. All Schools
- a. The ratio of students to Counselors should normally be 300 - 1.
  - b. The ratio of students to Nurses should be as per the State Department of Education recommended guidelines.
  - c. Special Services and Special Services Staffing should be as provided by Michigan Law.
  - d. Special Education and Consultant class sizes and case loads should be in accordance with recommended State standards.
5. Because the teacher-pupil ratio is an important aspect of an effective education program, the parties agree that the Board, or its designated representative, will meet with the Association representatives on the first Wednesday of each month to examine both the enrollment within buildings and between buildings and to reconcile inequities between teaching loads for all teachers. The Superintendent's or his/her designee's report on class size will be available for review at these meetings.
- C. Special Education - Mainstreaming. Certified Special Education students who are in a regular class will be included in the class counts using a weighted factor of two (2) to one (1).
- D. To the extent possible, in the high school and Middle School, all classes of the same course shall be balanced as to student load. In the elementary school, all classes of the same grade level shall be balanced as to student load. To the extent possible, this shall be done prior to the first class meeting or as soon thereafter as possible. The Employer shall provide the Union a listing of individual class sizes at all schools.
- E. The goal for remedial class size shall be a limit of twenty (20) students.
- F. Any elementary class reaching a count of 32 or more students will be provided with an aide on the following basis or money for supplies, as determined below, to be decided by the affected teacher:
- 1. Certified EI, CI or SLD students who spend one-half or more of their assigned time in a regular classroom or SLI students who receive resource room services or ELL students who meet the criteria to receive ELL support will be counted on a two (2) to one (1) count basis.

<u>Class Size</u>	<u>Aide Time (Hours per day)</u>
32	2.0 hours
33	2.5 hours
34	3.0 hours

- 2. Aide time shall be assigned or reassigned on three (3) count dates. Those dates are:
  - a. The first student school day after the Fourth Wednesday of the school year.
  - b. The end of the first semester
  - c. The last work day in March

The aides will be placed in the classroom as quickly as possible thereafter.

- 3. An aide, once assigned, shall continue to be assigned for the duration of the count period.

4. On the first count date, (the fourth Wednesday of the school year), a teacher may elect, in lieu of aide time, to use the dollars as calculated below, for additional supplies and teaching materials. Once the decision is made, that option will be in place for the remainder of the year with modifications made based on the subsequent count dates. The amount of money to be allocated will be based on \$9.00 per hour of aide time the teacher is entitled to receive multiplied by the hours until the next count date. These dollars will be placed into an account for the sole use by the teacher to be spent only by that teacher for the direct benefit of students for things such as field trips, substitute teacher costs related to approved school business, teaching supplies and materials, etc. The department of instruction will clarify any questions regarding the use of the monies. All monies must be spent within the school year earned and are not cumulative. (EX: A class with 32 students would get 2 hours per day X \$9.00 per hour X the number of days until the next count date).
  
- G. Teachers with large class sizes may appeal for relief to a Joint Union-Administration Committee comprised of three (3) Union representatives and three (3) administrators. Where a decision cannot be reached, the Superintendent will decide. The decision of the Superintendent is appealable to the Board of Education, whose decision will be final.
  
- H. The following governs the inclusion of handicapped/medically fragile students into the regular classroom environment.
  1. No teacher shall be required to perform procedures for handicapped/medically fragile students such as suctioning, catheterizing or attending to the personal hygiene needs of the student(s).
  
  2. Upon teacher request, additional assistance, such as reduced class size and/or additional personnel, shall be provided in all inclusive education classrooms in order to accommodate increased individualized attention for the handicapped student(s) and for all students in the program. The decision of how much, and what type of assistance, will be made by a committee of three (3) Union representatives and three (3) administrators. Where a decision cannot be reached, the Superintendent will decide. The decision of the Superintendent is appealable to the Board of Education, whose decision will be final.

## **I. STUDENT TRANSFER**

PCCS & PCEA realize that students may need to be transferred from one class to another for many different reasons and student confidentiality is a factor. The Department of Instructional Services will develop a process for this. This process will be explained at all building staff meetings K-12. After ten (10) student days of instruction before a student is moved a meeting will be held with both the teacher receiving and the teacher losing the student and administrator who activated this change. The teachers will receive a written explanation for the change of class for the student. If a student transfer is requested after four (4) weeks of student instruction then the PCEA President will join the meeting. If a final agreement is not reached then administration will decide on the move for the student.

## ARTICLE VIII

### TEACHER EVALUATION, IMPROVEMENT PROGRAM (IDP), AND MENTORING

- A. All teachers shall be advised about the evaluative procedures and instruments, which are provided for by the contract.
- B. The parties agree to the following processes and procedures:
  - 1. Evaluation of a teacher in relation to his/her assignment is a continuous process and shall be conducted by an administrator. However, each formal observation by the administrator shall be made in person. All monitoring or observation of the teacher shall be conducted openly and with the knowledge of the teacher. This does not necessitate prior arrangement with the teacher.
  - 2. The administrators will evaluate the performance of all teachers each year in writing.

Probationary teachers shall be formally observed at least twice during the school year with only one evaluation being completed by the administrator(s) during each year of probation. The two formal observations shall be at least 60 days apart. The formal observations shall be for a minimum of thirty (30) minutes.

Tenure teachers shall be evaluated every year by administration. Tenure teachers shall be formally observed at least twice during the school year with only one evaluation being completed by the administrator(s). There is no minimum amount of time required for tenure teacher observations. There is no minimum number of days between each observation. A tenure teacher, who received written notice of specific concerns with his/her work performance, may be placed on an Individual Development Plan of Improvement (IDP) by June 10<sup>th</sup>.

Only one evaluation report will be written for teachers who have tenure in the District. While there may be more than one administrator involved in the evaluation, only one written evaluation report will be completed.

- 3. The probationary teacher and the administrator will hold a post-observation conference within five (5) work days of each formal observation (30 consecutive minutes) by the administrator. The conference may include a self-evaluation by the teacher. At the conference the administrator and teachers will discuss the observation and goals, if appropriate. If the observation identifies areas that are less than satisfactory, a written report, which identifies those areas and provides preliminary suggestions for improvement, will be drafted and provided to the teacher at that meeting. Within five (5) work days following the conference, a written report, as specified in Section 4 below, will be provided to the teacher. If there are no areas identified as less than satisfactory, it is not required that a written draft report or conference summary be given to the teacher.

There is no pre-observation or post observation conference required for tenure teachers; however, either party may request a meeting at a mutually agreed upon time. Teachers are not required to submit pre-observation lesson plans. Each evaluator's observation notes will be shared with the tenure teacher either verbally or via email within five (5) working days. The teacher will acknowledge the sharing of notes by either a signed confirmation or by return email. If the observation identifies areas that are less than satisfactory, a written report, which identifies those areas and provides preliminary suggestions for improvement, will be drafted and provided to the teacher.

The teacher may submit additional comments to any written observation in the event that he/she does not agree with the contents. All written formal evaluations are to be placed in the teacher's personnel file. A teacher shall be entitled, upon request, to confer with the Superintendent, or his/her designee, regarding his/her written observation or evaluation.

4. The written report of observations will indicate areas where growth is needed, if any, suggestions for improvements in such areas and progress made since the previous observation. Areas for consideration in teacher evaluation may include; appearance, attendance, punctuality, attitude, language, teacher-student, parent, community, administration relationships, subject-matter presentation, general aptitude for teaching. The teacher or administrator may request consultations or resource personnel to provide the kind of assistance required for continuing professional growth. The Board shall make every reasonable effort to provide such assistance.
5. If the evaluation will be summarized as "Satisfactory", the Summary Teacher Evaluation Report (Form D) will be completed by May 15<sup>th</sup> for probationary and tenure teachers. The Summary Teacher Evaluation Report will be signed by the teacher and the administrator by this date. The administrator will write a narrative that includes a summary of the teacher's goals, a summary of the observations, and an overall qualitative statement of the teacher's professional performance. Each teacher is required to submit a reflection on his or her goals. The post-evaluation conference will take place by the last scheduled work day of the school year.

If the evaluation will be summarized as "Unsatisfactory" or "Needs Improvement", the Summary Teacher Evaluation Report (Form D) with signatures must be completed by both parties prior to April 1.

6. Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent, or his/her designee, and advised of their rights under the Tenure Act for a hearing and appeal.
7. A joint committee of the Administration and Association is to meet during the school year for the purpose of evaluating, refining and developing adequate evaluation forms and procedures to be used in the total teacher evaluation process. The only evaluation forms used shall be those approved by the joint committee.
8. An evaluation team consisting of an administrator from Student Services and all building principals for whom he/she serves, may evaluate the school nurse.
9. Teachers may be requested to provide evidence of proper planning, but shall not be regimented as to the format of lesson plans and shall not be routinely requested to hand in lesson plans on a regular basis unless on a Program of Assistance.
10. The Employer and the Association recognize that there are many effective teaching methods, styles of presentation and techniques. Teachers shall not be regimented as to a particular method, style of presentation or technique.
11. In the event that a Tenure Teacher received an evaluation that is a "Needs to Improve" or "Unsatisfactory", a written notice of intent to be placed on an Individual Development Plan for Improvement (IDP) must be provided to the teacher, with specific reason(s) stated for this action. The IDP shall be designed

by the committee below by June 10<sup>th</sup> of the year of the Needs to Improve or Unsatisfactory Evaluation. The IDP will serve as the evaluation for the subsequent year.

- a. An IDP resulting from a Needs to Improve evaluation shall end by the following June 1st unless all the members of the committee below agree to an earlier or later date. The IDP resulting from a Needs to Improve evaluation shall include four (4) mutually agreeable written updates. These updates will be comprehensive and should address the areas of concern from the previous evaluation, as described on the Goal Setting and Action Plan Worksheet.
- b. An IDP resulting from an Unsatisfactory evaluation shall end by the following April 1st unless all the members of the committee below agree to an earlier or later date. The IDP resulting from an unsatisfactory evaluation shall include three (3) mutually agreeable written updates. These updates will be comprehensive and should address the areas of concern from the previous evaluation, as described on the Goal Setting and Action Plan Worksheet.

There will be no requirement to extend an IDP beyond the above timelines, or develop a second IDP for a teacher, even if an IDP started due to a Needs to Improve evaluation results in an Unsatisfactory IDP. If an IDP results in a Satisfactory evaluation, the subsequent on cycle evaluation will be three (3) years after the satisfactory IDP.

An IDP will be instituted and carried out in the following manner.

- A committee consisting of the employee, the immediate supervisor, a Central Office Representative of the Department of Instruction, and the PCEA President, or his/her designee, shall be formed.
- The immediate supervisor shall share with the committee what the deficiency(ies) are in writing and shall outline activities that will correct the deficiency(ies). The teacher shall develop goals to address the deficiency(ies) subject to the approval of the committee. The teacher shall state, in writing, measurable objectives and list activities subject to the approval of the committee. The committee shall establish a timeline and procedure to observe, monitor and provide for feedback regarding progress, as well as to assess performance and evaluate progress toward correcting the deficiency(ies). The committee shall also provide for any additional assistance within the resources available.

### **C. EVALUATION PROCEDURE SUMMARY AND TIMELINES.**

#### FOR ALL TEACHERS

- |                 |   |
|-----------------|---|
| By September 30 | An informal meeting regarding the evaluation process.   |
| By October 15   | Scheduled pre-evaluation conference with individual teachers to establish goals.  |
| By April 1      | For “Unsatisfactory” or “Needs Improvement” performance, at least two formal observations and any unsatisfactory evaluation is shared with the teacher. A copy of the Summary Teacher Evaluation Report |

and a narrative including (1) a list of the teacher's goals, (2) a narrative describing the teacher's progress on each goal, (3) a summary of the teacher's strengths and any areas for growth based on observations throughout the year, and (4) an overall qualitative statement of his/her professional performance will be submitted to the Human Resources Department. The Summary Teacher Evaluation Report and the post-evaluation conference will be completed prior to this date.

By May 15

For "Satisfactory" performance, completion of at least two (2) formal observations, with at least 60 days apart for probationary teachers. Only one evaluation will be required for teachers. A copy of the Summary Teacher Evaluation Report and a narrative including (1) a list of the teacher's goals, (2) a narrative describing the teacher's progress on each goal, (3) a summary of the teacher's strengths and any areas for growth based on observations throughout the year, and (4) an overall qualitative statement of his/her professional performance will be submitted to the Human Resources Department. The Summary Teacher Evaluation Report will be completed by this date. The post-evaluation conference will be held by the last scheduled work day of the school year.

#### **D. MENTORING**

1. For the first 3 years of his/her employment in classroom teaching, a teacher shall be assigned, pursuant to the procedure below, by the school in which he/she teaches to a master teacher, college professor or retired master teacher who will serve as mentor to the teacher. If compensation is offered by the Board, all mentors will be paid at the same rate.
2. The mentor(s) shall provide professional support and guidance to the teacher.
3. Mentors shall be appointed as follows:
  - a. Participation as a mentor shall be voluntary.
  - b. Mentors will be assigned on an individual basis to a teacher.
  - c. The Association shall be notified of teachers who require a mentor and the building location.
  - d. The mentor(s) for each building shall be selected by the building principal and his/her selection will be final and not appealable unless the appointment is not voluntary. The building representative will be consulted as to the match of mentor/teacher prior to final appointment of the mentor. Among the factors to be considered, by way of illustration and not limitation, by the principal in the appointment of the mentor with the teacher are; certification and qualification (certification major and/or experience teaching that particular subject matter within the last three years).
  - e. The mentor/probationary teacher assignment shall be reviewed by the pair and the principal after the first month and at the end of each school year. Any of the three, (mentor, teacher or principal) can terminate the arrangement after thirty days with notice to the other two.

- f. A mentor check list and mentor contact time log will be provided to each mentor at the beginning of each year. This contact log will be turned into the building administrator at the end of the year.
  - g. Mentors will be required to attend three (3) hours of training offered by the District. Training will be offered at different times during beginning of the school year.
  - h. Mentors must be tenured teachers.
4. Each mentor/teacher team will be allowed to use up to four (4) mentor days over the three (3) years with no more than two (2) mentor days in any one year. Use of these days will be determined by the mentor.
  5. Neither the mentor nor the teacher shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor shall not be called as a witness in any grievance or administrative hearing involving the evaluation or work performance of the teacher to whom he/she has been a mentor. In addition, the teacher shall not be called as a witness in any grievance or administrative hearing involving the evaluation of work performance of the mentor, if applicable.
  6. The district will provide an Induction Program for all teachers in their first year of their teaching career. Attendance will be mandatory.
  7. All new teachers to the district will be required to attend up to a six hour orientation session in August before teachers report.

## **ARTICLE IX**

### **TEACHER'S RIGHTS AND RESPONSIBILITIES**

#### **A. BOARD SUPPORT OF TEACHERS IN PERFORMANCE OF DUTIES**

1. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline in the classroom.
2. The Board acknowledges that exceptional children require special education by specifically certified teachers. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children.
3. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. The Board shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities, providing the teacher signs a complaint against the person involved.
4. Time lost resulting from an assault, subsequent injury and/or court procedure shall not be charged against the teacher unless he/she is adjudged guilty in a court of competent jurisdiction.
5. The Board will continue to carry Workers' Compensation Insurance coverage for all teachers in the manner required by the Laws of Michigan. Insurance carriers are to be selected by the Board.

6. Although first aid is not the major responsibility of teachers, the courts have ruled that teachers are expected to act as a reasonable, prudent person, which may include first aid, and make every reasonable effort to secure assistance. No teacher will be required to administer any medication prescribed for a student.
7. No teacher shall be required to transport any child for any reason except when the teacher, contrary to local school procedures, keeps the child after school without making adequate provision for transportation. In this type of situation the teacher will be required to stay with the child until transportation is assured.
8. The Board shall continue to provide, in sufficient quantity, special and protective clothing and safety devices as required by law or by the nature of the teaching assignment (to be determined by the District Safety Committee), furnished and uniformly used throughout the school system and shall provide for the maintaining or replacement of such articles.
9. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur; they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. In situations where a teacher has exhausted all positive avenues for correcting a specific discipline problem, the student in question may be removed from class and referred to the building administrator responsible for student discipline along with a written description of the problem and corrective measures previously attempted. Every effort shall be made to have communication between the teacher and administrator occur before the student is readmitted to class.

The administrator shall, upon receiving this written request of the referring teacher, submit within five (5) school days a written reply to the referring teacher stating a course of action taken to correct the discipline problem.

- a. Teachers may use such reasonable physical force as may be necessary to: (1) protect himself, herself, pupils or others from physical injury; and (2) to obtain possession of a weapon or other dangerous object upon or within the control of the pupil; and (3) to protect property from physical damage. However, teachers shall not be obligated to risk their own physical safety to perform such functions. The parties agree that the use of physical force as described does not constitute corporal punishment.
  - b. Teachers shall not use or threaten to use corporal punishment. As used in this section, "corporal punishment" means the deliberate infliction of physical pain by any means upon the whole or any part of a pupil's body as a penalty or punishment for a pupil's offense. Corporal punishment does not include physically escorting a student to his/her proper location including, but not limited to, the principal's office.
  - c. The school board shall approve and cause to be distributed to each employee a list of alternatives to the use of corporal punishment.
10. a. The Board may adopt rules and regulations not in conflict with the terms of this Agreement.
  - b. Disciplinary action shall be defined as any oral warning, written reprimand, suspension, discharge or deprivation of any compensation or professional advantage.

- c. A teacher shall be entitled to have present a representative of the Association for any disciplinary action. Disciplinary action will not be effectuated until the teacher has had the opportunity to request the presence of an Association representative.
- d. Whenever a disciplinary action is reduced to writing by the administrator, the findings and decisions of the administrator shall be filed, in writing, in the teacher's central personnel file and a copy thereof given to the teacher.
- e. No teacher shall be issued an oral warning, written reprimand, suspended, discharged or deprived of any compensation or professional advantage without just cause.
- f. All information forming the basis for disciplinary action shall be made available to the teacher and to the Association, with the consent of the teacher, upon request.
- g. The Association recognizes that abuses of sick leave or other leaves, chronic absence or tardiness, or willful deficiencies in professional performance by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school system and may constitute failure on the part of the teacher to carry out his/her contractual responsibilities. The Association will use its best efforts to correct breaches of professional behavior by a teacher and in appropriate cases, may institute proceedings against the offending teacher.

## **B. PERSONAL AND PRIVATE LIFE**

The private and personal life of any teacher is not within the appropriate concern of attention of the Board as long as it is consistent with the high standards which the teaching profession has set.

No restriction, other than that of good judgment, is placed upon the freedom of teachers to use their own time for gainful employment or other activities insofar as it does not interfere with satisfactory performance of their school duties.

## **C. MONITORING**

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of closed circuit television, public address or audio system and similar devices shall not be used without the full knowledge and consent of the teacher. In no case shall a student tape classroom conversations without the consent of the teacher.

## **D. REVIEW OF PERSONNEL FILE**

1. Each teacher shall have the right upon request to review the contents of his/her own personnel file maintained at the individual's school or at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such files.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted

from such review. The administrator shall, in the presence of the teacher's authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by the teacher.

2. All communications including evaluations by Plymouth-Canton administrators, commendations and validated complaints directed toward the teacher which are to be included in the official personnel file, maintained in the Administration Building, shall be called to the teacher's attention at the time of such inclusion, and shall be initialed and dated by the teacher or his/her authorized representative, for the sole purpose of substantiating its inclusion.

If the teacher declines to initial the communication, it shall be placed in the teacher's file, and the Association President shall be informed in writing.

3. Any derogatory materials to be included in a teacher's official personnel file shall be placed in the file within ninety (90) calendar days after the incident(s) occurred.
4. Materials in a teacher's personnel file may be removed upon his/her request in accordance with the following stipulations:
  - a. After two (2) years of inclusion, the teacher may request the administrator to submit documentation that would negate any derogatory material included in the file, providing adequate changes have been demonstrated.
  - b. If such adequate changes continue for an additional year, the derogatory material shall be removed from the teacher's personnel file.
  - c. Derogatory materials that have been in the teacher's personnel file for three (3) years or more at the time of review may be removed without documentation and without the one (1) year waiting period, at the discretion of the building administrator and/or the Executive Director of Human Resources.

## **ARTICLE X**

### **CHANGE OF ASSIGNMENT/TRANSFERS**

#### **A. CHANGE OF ASSIGNMENT - Administrative Positions**

1. Whenever a vacancy in any administrative position in the district shall occur, the Superintendent, or his/her designee shall make a general announcement of the vacancy throughout the school system and shall post a position description in all of the buildings.
2. The Superintendent, or his/her designee, shall acknowledge receipt of all requests for consideration and shall inform the staff member as soon as possible as to the disposition of that request.

#### **B. TEACHING ASSIGNMENTS, TRANSFERS, AND POSTINGS**

1. In order to assure that pupils are taught by teachers working within areas for which they are highly qualified as defined by the Michigan Department of Education, teachers shall be assigned, except in accordance with the regulations of the Elementary and Secondary Education Act (ESEA) and the Michigan Department of

Education to subjects and/or grades or other classes within the scope of their teaching certificates and/or their major or minor fields of study.

2. A teacher who desires a change in grade and/or subject assignments in his/her own building shall file a written request with his/her building principal.
3. Any teacher to whom the District has an obligation to increase up to his/her original FTE must notify the Executive Director of Human Resources by April 15 of the year prior to placement.
4. Teachers shall be notified in writing of any changes in their assignments for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes or assignments that they will have, as soon as practicable and under normal circumstances not later than July 15, provided that in the event of a change in circumstances or conditions subsequent to July 15 (e.g. resignation) such assignments may be changed as required to meet the situation. The teacher shall be informed of the reasons for any changes that become necessary after July 15.
5. In the determination of transfer requests, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils. In the event that an involuntary transfer is made, the teacher shall be notified of the reasons for the transfer at the time. Such transfers will be made on the basis of certification, experience and length of service in the district. When certification and experience of the teachers are substantially equal, the teacher with the least seniority will be transferred first.
6. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable.
7. Teacher assignments and transfers shall be made in accordance with Article IV, Fair Practices.
8. All vacant positions will be posted after teachers to whom the District has an employment obligation, who are certified and highly qualified, have been placed. There will be no transfer list produced by PCCS. Postings will be for at least five (5) workdays, and will be posted both internally and externally at the same time. The Executive Director of Human Resources shall be responsible for these postings. Postings shall be sent to each building principal, the PCEA Chairperson in each building, and the PCEA President. The posting shall include, at a minimum, the subject assignment, if applicable, and qualifications. Any special education vacancy, which arises after the first day of the second semester, may be filled by a long-term substitute teacher. Any general education vacancy, which arises after April 1st may be filled by a long-term substitute teacher.

Current members of the PCEA will be guaranteed an interview provided that the teachers meet the posted qualifications and are certified and highly qualified for the assignment. These teachers will be interviewed and considered before external applicants are interviewed. However, if an opening is posted two (2) weeks or less before teachers report for the new school year, the mandatory interview of internal applicants may be waived. The administrator may interview internal and/or external applicants at this time.

An internal applicant who was not selected for a posted position will at least be given verbal feedback from the administrator about the reason(s) he/she was denied the position.

In most transfers the current teacher will not leave his/her current assignment until his/her position is filled. However, both parties recognize that there will be flexibility by Administration in determining when the actual transfer occurs.

9. Two teachers who wish to switch positions may do so prior to the beginning of a school year. Any such requests for a job switch must be made on a form provided by the Human Resources and signed by both teachers. Any such requests must be submitted to the Human Resources by June 15 each year. The final decision to grant any request rests with the Executive Director of Human Resources and is final.
10. Two teachers who wish to job share a position may submit a request on a form provided by the Human Resources. It is understood that time and benefits will be appropriately reduced and that the commitment is for a full year. At the end of the year, the teachers will be returned to their previous FTE level commensurate with the positions held prior to the job share arrangement, for which the teachers are certified. The high seniority teacher in the job share will stay in that position. Any such request must be submitted to the Human Resources by May 1 each year. The final decision to grant any request rests with the Executive Director of Human Resources and is final.
11. Current employed teachers will not be required to teach a lesson in order to be considered for a transfer.
12. A part time teacher to whom the district has no obligation to increase his/her FTE, will be assured of an interview, prior to out of district applicants, if seeking a change between buildings. If the increase is within a building, it will be accomplished upon recommendation of the building principal.
13. A probationary teacher at Starkweather shall not be allowed to displace any teacher outside the Alternative Education or Bilingual programs.
14. Alternative Education or ELL teachers shall have the same transfer rights as the K-12 teachers, including the right to an interview for another building.

### **C. RELIEF FROM SUBSTITUTE RESPONSIBILITY**

Teachers shall not be required to assume the responsibilities of absent teachers except on the day during which an emergency occurs.

However, the parties acknowledge that the District has the right to assign teachers to covers classes for which a substitute teacher is not available through the substitute calling system.

In situations where a classroom teacher is assigned to cover a classroom during his/her regularly scheduled planning period, the teacher will either earn credit towards a sick day or be paid based on the following formula:

Daily substitute teacher rate, divided by six (6), multiplied by 2. (Example: If the daily rate is \$77.00 per day, the formula would be  $\$77.00 / 6 \times 2 = \$25.67$  for the period.)

A teacher who wishes credit towards sick time rather than payment must notify the Human Resources Department and his/her principal by November 1<sup>st</sup>. This election may be changed one time by written request received prior to the start of the second semester to be effective the second semester. Sick leave credit will be earned in one-half day increments with three (3) periods covered resulting in a half day.

Teachers whose students are at the sixth grade camp may be reassigned while their students are at camp as long as their assignment does not exceed the normal teaching day.

The Board and the Association agree that in no case shall the teacher be responsible for providing a substitute teacher. The Board agrees to make every reasonable effort to provide qualified substitute teachers when needed.

**D. PROFESSIONAL CONFERENCES**

In the belief that attendance at professional meetings is desirable to maintain and improve professional competence and proficiency and enhance the educational program of the school district, teachers shall be encouraged to participate in such meetings within budget limitations.

**ARTICLE XI**

**NEGOTIATION PROCEDURES**

- A. The Board and the Association shall appoint their respective negotiation teams at their own discretion. The total number on each team shall not exceed seven (7) members and written notice indicating the number of participants on each team shall be exchanged by the Superintendent, or his/her designee, and the President of the Association at least three (3) days prior to a planned meeting.
- B. If both parties concur, subcommittees (composed of members of both negotiating teams) may be appointed for the purpose of studying matters of mutual concern, such as the financial resources of the district, tentative budgetary requirements and allocations, trends in salary schedules and fringe benefits and other pertinent matters which affect the quality of Plymouth-Canton's educational program. The Board shall provide and make available to such subcommittees reasonable clerical assistance necessary to the performance of their duties.
- C. The parties shall negotiate at times and places agreeable to both parties consistent with good faith practices. However, teacher members of the negotiating team shall be released from school duties in reasonable numbers and at reasonable times without loss of salary if it becomes necessary.
- D. Proper areas of interest on the part of teachers include:

Teacher Rights	Sick Leave	Negotiation Procedures
Teaching Hours	Leave Pay	Grievance Procedures
Teaching Conditions	Leave of Absence	Non-teaching Assignments
Transfers	Sabbatical Leave	Professional Compensation
Fair Practices	Terminal Leave	Teaching Loads & Assignments
Overtime Pay	Ins. Protection	Vacancies and Promotions
Duration of Agree.	Teacher Evaluation	Curriculum Development

(The above is not an exhaustive list of items subject to negotiation and items may be added or deleted with the consent of both parties.

- E. If the parties mutually agree to modify or change this Agreement for the following year, it shall, by April 1, give written notice to this effect, said notice to specify the exact terms and provisions as they are proposed to be modified or changed. Thereafter, negotiations of such proposals will begin on or before April 15, unless another date is mutually agreed upon. Either party reserves the right to submit additional proposals or modifications on the basis of need.
- F. Errors, omissions or the need for clarification, interpretation or adjustment of this Master Agreement may be corrected or adjusted with the mutual consent of representatives of the Board and the Education Association, subject to the ratification procedure of the P.C.E.A. Constitution.
- G. It is hereby agreed by and between the parties that during the contract, the parties agree to use the solution group approach to address non-economic issues. This will allow for ongoing resolution to problem outside the pressure and contentiousness of negotiations. While it is recommended that a limit be placed on the number of issues addressed in a given year, there is no cap proposed. It is agreed by the parties that any recommendations, which affect the Master Agreement must be submitted to the negotiating teams for concurrence.

## **ARTICLE XII**

### **EMPLOYMENT STANDARDS**

The parties to this Agreement reaffirm the retention by the Board of the exclusive authority to select and employ new professional personnel in the school district. However, in keeping with the high standards of the community, the Board agrees to the following statement of policy in this regard.

- A. To the extent possible, only teachers and nurses who possess the highest qualifications will be given consideration for employment in Plymouth-Canton Community Schools.
- B. A teacher in the Plymouth-Canton Community Schools shall be the holder of at least a bachelor's degree from an accredited college or university. However, the Board may employ "vocationally certified" instructors not to exceed one percent (1%) of the bargaining unit, exclusive of Alternative Education teachers.
- C. All teachers must hold Michigan Teachers' Certificates valid for their work assignment. Failure to have or keep such certificate shall invalidate the contract of such teacher.
- D. Each teacher shall meet the highly qualified definition for each subject area in which the teacher is assigned, as needed or required, pursuant to the requirements mandated by the Elementary and Secondary Education Act (ESEA) legislation and the Michigan Department Education regulations.
- E. Preference in the employment of new teachers shall be given to those candidates with successful professional experience related to the assignment.

## **ARTICLE XIII**

### **LEAVE POLICIES**

The forms necessary and the basic policy for leaves appear in the Board Policy and Procedures Manual and have been agreed upon except that the following modifications and additions take precedence. The Board may require verification of eligibility for any leave provided herein.

## A. SABBATICAL LEAVE

1. Professional employees who have been employed by the Plymouth-Canton Community Schools for a minimum of seven (7) consecutive years shall be eligible for a sabbatical leave. If granted the said employee shall be paid one half of his/her annual salary and full related fringe benefits.
2. A sabbatical leave shall be available to eligible professional personnel in order to provide an opportunity for professional improvement through formal study, research, writing and travel, or other types of experiences through which the general welfare of the Plymouth-Canton Community Schools will benefit.
  - a. An applicant must hold a permanent type teaching certificate.
  - b. Absence from service in the district for a period of not more than one year, under a leave of absence without pay granted by the Board for professional improvement or restoration of health, shall not be deemed a break in the continuity of service required in this section. Subsequent sabbatical leaves may be granted after eligibility has been re-established by service of an additional seven (7) years as a full time employee.
  - c. Applicant must agree to return to the service of the Plymouth-Canton Community Schools immediately upon termination of sabbatical leave and to continue in such service for a period of two (2) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed agreement in the form of a promissory note shall stipulate that the failure of the teacher to provide such service shall result in the obligation to reimburse the district a proportionate part of the salary paid to him/her during the sabbatical leave, determined by the fraction of the two (2) years not served following the leave.
3. Application shall be made to the sabbatical leave committee not later than February 1 for a leave beginning the first semester of a school year or October 1 for a leave beginning the second semester of a school year. Such application shall be accompanied by a detailed plan for the period of the sabbatical leave as outlined on the prescribed form and in accordance with the criteria listed on that form.
4. The sabbatical leave committee shall consist of two representatives of the Association and a principal. They shall prepare a priority listing of eligible candidates and recommend names for sabbatical leave appointments within 30 days of application deadlines to the Superintendent, or his/her designee, for Board approval. In recommending approval of an application the committee shall consider the date of application, the purpose of the leave, the seniority of service to the school system, the professional growth of the staff member, the potential benefit to the school system and other factors deemed pertinent by the committee. The Board shall grant sabbatical leaves not to exceed two percent (2%) of the total teaching staff. Notice of the Board's decision shall be given the applicant within sixty (60) days of application deadlines.
5. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

6. A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
7. The employee shall immediately request approval from the Superintendent, or his/her designee, for substantial change in the planned program of the leave as outlined in the approved application.
8. Each employee on a sabbatical leave shall submit a mid-point written report stating his/her progress and on returning from leave shall file a final written report with the Superintendent, or his/her designee, including the names of institutions attended, courses pursued, credits received, experience gained together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system.
9. The Board reserves the right to extend a sabbatical leave at full pay to an applicant on a special assignment for the Plymouth-Canton Community Schools provided the applicant guarantees to fulfill a four (4) year commitment immediately following his/her return.

## **B. UNPAID LEAVES**

Eligibility for any kind of leave of absence except military leave shall be dependent upon a satisfactory record of at least two (2) years continuous employment and payment by the teacher of the life insurance premiums provided for in this Agreement, if insured prior to the leave.

1. A leave of absence of up to two (2) years shall be granted to any qualified teacher, upon application to the Superintendent, or his/her designee, for approval of the Board, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full time participant in such program provided said teacher states his/her intention to return to the school system. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
2. A leave of up to two (2) years for professional growth activities may be granted by the Superintendent, or his/her designee, with the approval of the Board of Education.
3. A leave of absence of up to two (2) years shall be granted to any qualified teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.

Upon approval of the Board of Education one-half increment or one full increment on the salary schedule may be granted provided the advanced study relates directly to a need in the Plymouth-Canton Community Schools; has specific approval of the Superintendent, or his/her designee, prior to the study being conducted; and, written evaluation by Plymouth-Canton Community School administrators indicates the study was conducted in a way that rendered a service to the school district during such period.

4. A military leave of absence, shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States.

Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

Any employee of the Plymouth-Canton Board of Education covered by this Agreement who is a member of the National Guard or any other reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time or vacation time during which he/she is engaged in the performance of official duty or training in this State or in the United States under competent orders. While on such leave he/she shall be paid an amount which when combined with his/her military pay would equal his/her regular salary not to exceed a total of ten working days in any one calendar year.

5. Upon the recommendation of a physician acceptable to both the qualified applicant and the Board, a health leave shall be granted up to a maximum of one (1) year plus any unfinished year. At the end of such leave the employee must either return or resign unless a special extension is recommended by the Superintendent, or his/her designee. When the employee's health permits his/her return, he/she shall so inform the Superintendent, or his/her designee, in writing and submit a statement from a physician certifying his/her fitness to return.
6. Notice of intention to return or resign must be sent in writing to the Superintendent, or his/her designee, by March 15 of the leave year. Failure to provide such notice shall be the equivalent of resignation.
7. While on leave an employee will maintain full continuing status and will maintain all employment rights held before leave was taken. However, fringe benefits will be provided only if the employee assumes the cost of premiums for such benefits.
8. The Board of Education shall grant a maternity leave of absence to a member of the bargaining unit upon written request to the Personnel Office sixty (60) days prior to the date of commencement of such leave. Said leave to be granted in accordance with the following:
  - a. A prospective parent will commence her leave at a time jointly determined by the teacher and her physician or adoptive agency or Probate Court. Likewise, she may terminate the leave any time after the birth or adoption of the child upon thirty (30) days notice, provided that she is physically able to perform her teaching responsibilities.
  - b. The initial leave period may be for the duration of the unfinished school year when leave was granted, plus two (2) consecutive semesters excluding a summer semester. Upon written request of the teacher and approval of the Board, the maternity leave may be extended up to two (2) additional school years.
  - c. In the event of death of the object child of the leave or other emergency, the leave of absence may be terminated upon seventy-two (72) hour notice of the teacher.
  - d. In addition to the above provisions, the following options are available to pregnant teachers:
    - (1) DISABILITY ABSENCE: A six (6) week paid disability absence, which would entail use of sick days (including thirty (30) day extension policy). If the disability absence were for more than six

weeks, the administration would probably ask for a doctor's statement on a regular basis, or request a second opinion, and

- (2) MATERNITY LEAVE PER CONTRACT: A teacher would be allowed a maternity leave for the balance of the school year and/or is entitled to an additional year, as per the Master Agreement, or
  - (3) SHORT TERM MATERNITY LEAVE: A teacher who elects a short-term maternity leave pursuant to (1) above, shall be allowed an unpaid leave of up to one semester at the teacher's option, with a guarantee of her current position. If the leave is for more than one semester, then the teacher shall be placed in a comparable position, if available.
9. **ADOPTION LEAVES**: A teacher requesting a leave of absence for adoption will be granted six (6) weeks of paid time. The teacher will use his/her personal sick bank days and may use the PCCS Thirty (30) Day Emergency Bank.
  10. Upon written request of a teacher a leave of absence may be granted by the Superintendent, or his/her designee, with the approval of the Board of Education for other reasons including alternative career exploration, child adoption, or child care.
  11. An employee returning from a leave of absence shall be offered a position commensurate with his/her training, experience and certification. A specific position in a specific school cannot be guaranteed on return from a leave of absence, but reasonable effort shall be made to return the employee to his/her original position.
  12. When the leave of absence expires during a school year, every effort shall be made to place the employee in an appropriate position as soon as such a position is available. Employees shall be offered a position following a leave of absence not later than the beginning of the next following school year.

## **ARTICLE XIV**

### **PROFESSIONAL COMPENSATION**

- A. The salaries and differential of employees covered by this Agreement and the eligibility requirements therefore, are set forth in pertinent part in Appendixes A, B, C and D which are attached to and made a part of this Agreement. Also included in Appendix A are the schedules for the school year and various provisions for payments and deduction.
- B. Teachers entering the system may be given full credit for up to five (5) years of prior teaching experience (while under provisional or permanent state certification) on the salary schedule as set forth in Appendix A. Full credit will be given for all teaching experience in the Plymouth-Canton Community Schools, except substituting. This five (5) year limit shall not cause an Alternative Education or ELL teacher to have a decrease in pay. Additional years of credit for outside teaching experience may be recommended at the discretion of the administration. One (1) full semester, at least ninety (90) days of teaching inclusive of excused absences, shall be credited as one-half year on the salary schedule. Teachers who are allowed half-year credit shall be placed on the appropriate step on the salary schedule.

However, teachers hired within the first six (6) weeks of a semester will be given full credit for a semester on the salary schedule.

The Superintendent, or his/her designee, may recommend credit for other than public school or college teaching experience, if, in his/her opinion, it contributes to the qualifications of the teacher for a particular assignment. This could include military service, Peace Corps, VISTA and other job related experience, which would be in the same field as the teaching area assigned and a direct relationship exists. Ordinarily this would be work, which may be required for vocational certification. Any decision regarding related work experience shall be subject to review at the request of the Association or an individual teacher. However, the Superintendent's, or his/her designee's, decision on related experience shall be final.

The credit which may be granted for other than public school or college teaching experience shall be no more than three (3) years and maximum credit allowed for both teaching and other experience shall be limited to five (5) years unless additional years credit for total outside teaching and related experience has been recommended by the Executive Director of Human Resources and Superintendent, or his/her designee.

This section relating to previous experience credit shall be effective only for all newly hired teachers following the ratification date of this Agreement and shall not be retroactive in any respect to teachers presently employed by the Board.

- C. Teachers on an unpaid leave of absence of forty-five (45) school days or less in one school year shall receive full credit on the salary schedule for the year. Teachers on an unpaid leave of absence of forty-six (46) workdays through one hundred and twenty (120) workdays in one school year will receive one semester credit on the salary schedule. Teachers on an unpaid leave of one hundred and twenty one (121) workdays or longer in one school year will not receive credit on the salary schedule.
- D. All full and part time teachers will advance a full step on the salary schedule every school year. Teachers who are initially employed during the 31<sup>st</sup> to the 120<sup>th</sup> days of the school year will receive one semester credit on the salary schedule. Those teachers employed after the 120<sup>th</sup> day will remain on the same salary schedule for the following school year.

## **ARTICLE XV**

### **COPY OF AGREEMENT**

The Board and Association will have available and provide to all parties concerned, upon request, copies of this Agreement. The cost of such shall be borne equally by the Association and the Board. Format and supplier to be mutually agreed upon.

## **ARTICLE XVI**

### **CONFORMITY TO LAW - SAVING CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE XVII**

### **CONTRACTUAL OBLIGATIONS**

The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

## **ARTICLE XVIII**

### **ACADEMIC FREEDOM**

The Board recognizes and respects the right of citizens to make suggestions for the improvement of public schools but maintains that no group can deny academic freedom to educators. The Board recognizes that the education profession has both the right and the responsibility to insist that children must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial. The teacher recognizes that the student has the right and freedom to form opinions or conclusions on the factual information presented on both sides of a controversial issues, and further, that the teacher will refrain from indoctrinating the student with his/her own predetermined opinion on the issue.

- A. Therefore, academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession.
- B. Whenever any group or individual brings charges against a teacher concerning the teacher's freedom to teach, or whenever any teacher faces charges made by any group or individual for violating either the letter or spirit of this Article, or for abusing the right guaranteed under the Article in any respect, that teacher is entitled to "due process under the law," of which shall include at least:
  - 1. Reasonable notice of the charge.
  - 2. Specific notice of the charges or charge so that he/she may be able to defend against and rebut such allegations.
  - 3. The names comprising the group or the name of the individual bringing the charges or charge.
  - 4. The right to be represented by legal counsel.
  - 5. The right and opportunity to rebut charges at an impartial hearing.
  - 6. The right and opportunity to rebut them in a competent court of law, if the teacher's future employment is threatened, due to or related in any way to the charges or charge brought against that teacher by any group or individual.

## ARTICLE XIX

### STAFF SENIORITY, REDUCTION AND RECALL

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is substantial decrease in per pupil revenues. Whenever possible, notice of discontinuance of service shall be given to both probationary and tenure teachers at least sixty (60) days before the end of the school year proceeding the year in which such discontinuance of service shall become effective. It is recognized, however, that circumstances may dictate a reduction in force subsequent to such notice period, and in such event the Board will make every reasonable effort to give such advance notice as is possible under the circumstances. In any event thirty (30) days notice shall be given prior to discontinuance of service.

The following layoff procedures shall prevail:

1. Specially certified teachers in the specific positions being reduced or eliminated shall be laid off first, provided there are qualified certified teachers to replace and perform all of the duties of the laid off teachers.
  2. If reduction is still necessary then probationary teachers will be laid off, provided there are highly qualified, certified (Article XII, C) teachers to replace and perform all of the duties of the laid off teachers.
  3. If reduction is still necessary a teacher with the least district wide seniority in that building and department whose position has been eliminated shall be transferred to any existing vacancy for which he/she is highly qualified and certified (K-12, K-8, 7-12). If no vacancy exists, the teacher whose position has been eliminated and therefore, required to transfer involuntarily shall replace the teacher with the least seniority for whose position he/she is highly qualified and certified (K-12, K-8, 7-12) at the time of reduction. The teacher will be returned to his/her original position when a vacancy occurs if he/she wishes to return.
  4. A teacher returning from laid off status prior to the beginning of the school year shall be returned to his/her original position if the position exists, seniority permitting.
- C. Recall will be based on a reversal to Section B above, i.e., the last laid off will be the first recalled, providing that all tenure teachers on leave, have been reinstated prior to recall of probationers.
  - D. Teachers being recalled will be given ten (10) days from the date of the mailing of a registered letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will end the employee's seniority rights, except that a teacher who is sick shall notify the Board of his/her intent to return as soon as possible, and from the date of his/her notifying the Board, shall be deemed to be on sick leave. A substitute shall be hired in his/her place until he/she returns from sick leave. A substitute position of this nature shall be offered first to any remaining teachers who are yet laid off.
  - E. No new teacher shall be hired in a subject area until all laid off teachers, who are highly qualified, from that subject area have been recalled or decline the opening.

- F. No new teachers shall be hired in a subject area before teachers who are laid off from other subject areas who may be qualified, and who possess the necessary certification, are recalled or decline the opening.
- G. Layoff means removal from the payroll with no employment rights, other than retention of seniority status and recall rights as noted above. Such rights shall extend through the duration of this Agreement.
- H. Seniority for full or part time professional staff shall be defined as total years of contractual certified service to the Plymouth-Canton Community Schools as defined by the Association recognition clause in Article I computed from the first day they reported for work.

All leaves of absence shall not be an interruption of seniority.

Teachers will receive one (1) year of seniority for each year the teacher is employed or on an approved leave of absence.

If a person resigns, or otherwise leaves the employ of the district other than on an approved leave of absence, and subsequently returns, he/she will be entitled to reinstatement of his/her previous earned seniority if: A) written notice is received by Human Resources Department from the teacher by July 1st of the year of the termination, B) the teacher does not terminate his/her employment prior to the end of a school year, and C) he/she is re-employed by the district prior to the beginning of the school year which begins three (3) years after the termination date. If any of the above three (3) conditions are not met, seniority will be computed from the first day he/she reports to work after returning to the employ of the Board. (e.g., written notice of termination is received June 1, 1996 to be effective at the end of the 1995-96 school year and the teacher is rehired by the district August 15, 1999. The teacher will receive previously earned seniority).

All administrators who have accrued seniority in the teachers bargaining unit prior to September 1, 1976, pursuant to Article XIX, Section H., may fill only a vacant position within the bargaining unit as defined by Article I. Any administrator hired after September 1, 1976, shall not accrue seniority in the teacher bargaining unit.

Part time employees will receive a full day of seniority for each day worked. If the assignment is for a full school year, regardless of the schedule, the teacher will receive a full year of seniority.

It is understood that these seniority provisions have no impact on any provision affecting salary including but not limited to salary step placement or longevity.

- I. A seniority list shall be compiled each school year. This year shall take into account the actual or projected days of seniority to the end of each school year, and a finalized listing, with any corrections, shall be available by May 1<sup>st</sup> of each year. All teachers shall be ranked on the list computed from the first day they reported to work as a member of the bargaining unit.

In determining layoff or recall for any subsequent school year, this projected and corrected May 1<sup>st</sup> list shall prevail and be the effective list used for the full subsequent year, and shall remain as the seniority standing for employees until the new list is projected and/or finalized.

Nurses shall have a separate seniority list. All layoffs and recall of school nurses shall be by seniority.

- J. In the circumstances of more than one individual teacher with the same number of service years defined as seniority in Article XIX, Section H., the individuals so affected will

participate in a drawing, by lot, to determine position on the seniority list. The Human Resources Department will notify the Association and teacher so affected in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and P.C.E.A. representatives to be in attendance.

K. The Association and the Board agree that the general interpretation of the procedures of the Master Agreement dealing with certification, recall, and seniority, and specifically the timelines and procedure related to school district's recognition of teacher certification, re-certification, or the addition of endorsements, shall be as follows:

1. By March 15<sup>th</sup> of each school year, teachers who intend to secure additional endorsements or certification, shall notify the Human Resources Department in writing and include the change sought, the university involved, and the expected completion date.
2. By the last teacher workday of that school year, any teacher who has submitted a written intent as set forth in Paragraph 1 above, shall supply the Human Resources Department with written proof from the teacher certification office of the university that all work has been completed by such date, and that recommendation by the university will be made to the Michigan Department of Education and Certification Office to be effective by the beginning of the subsequent school year.
3. Prior to the first teacher workday of the subsequent school year, the teacher must present to the personnel office an official certificate indicating any such change in certification or endorsement.

For purposes of recall or reassignment, the Association and the Board agree that no change in endorsement or certification will be recognized or honored unless the afore-listed procedure and timelines have been adhered to strictly and specifically. Failure to adhere strictly to the procedure and timelines shall delay the recognition of such change, and accordingly delay recall or reassignment, until the following year's seniority list has been developed and the afore-stated procedures have been met, except that should a vacancy or new position arise after the opening of school, then any valid certification shall be recognized in the recall process.

L. Certified and highly qualified positions will be posted after teachers to whom the District has an employment obligation, consistent with certification, have been placed. Postings will be for at least five (5) work days. The Executive Director for Human Resources shall be responsible for these postings. Postings shall be sent to each building principal, the PCEA Chairperson in each building, and the PCEA President. The posting shall include, at a minimum, the subject assignment, if applicable, and qualifications. Any special education vacancy which arises after the first day of the second semester, may be filled by a long term substitute teacher. Any general education vacancy which arises after April 1<sup>st</sup> may be filled by a long term substitute teacher.

## **ARTICLE XX**

### **EXTENDED SCHOOL YEAR**

A. The salaries if differentials of teachers in the Extended School Year (ESY) Program in the Plymouth-Canton Community Schools shall be provided in Appendix A, B, C and D, with the following stipulations:

1. The anniversary date of each employee in the ESY program shall be the opening school day of the program of each year for salary, retirement, fringe benefits, leave benefits, tenure provisions, vacations, transfers and assignments.
  2. Teachers shall have the opportunity to work more than the total contract days listed in the regular school calendar.
  3. All instructional work beyond the school year as listed in the calendar and school day as defined in Article VI shall be prorated on a per diem basis and shall be paid at a prorated per diem rate of the teacher's annual salary for each extra day worked.
  4. Assignments in excess of the teacher's regular assignment shall be voluntary, and shall be paid as stipulated in A-3, cited above.
- B. Assignments within the ESY program shall be made on the basis of state certification and seniority in the Plymouth-Canton Community School System wherever possible. Teachers with the most seniority shall be given their choice of initial and/or open teaching and track assignments in their building, length of assignment, assignments of additional days of work beyond the days listed in the calendar and vacation periods, wherever possible.
- C. No teacher shall be assigned into an ESY program without his/her consent except as outlined in this Section. Teachers shall be allowed to volunteer for an ESY assignment. If there are not enough volunteers to staff the ESY schools, then the Board may assign staff based upon seniority. Those teachers currently assigned to ESY schools, who elect not to teach in ESY shall be reassigned to existing openings by seniority. If there are no existing openings for which the teacher is certified then he/she may bump the lowest seniority teacher in the system in his/her field of certification.
- D. The ESY Program shall have all Leave Days prorated per the existing Agreement leave clause cited on the previous page (i.e., probationary teachers one (1) extra leave day for every 18.5 additional days of work; tenure teachers, one (1) extra leave day for every 15.5 additional days of work, tenure teachers with five (5) years of service one (1) extra leave day for every 12.0 additional days work).
- E. Building space to be used during the summer months for classes, library, study hall, teacher preparation time, administration and similar purposes shall be so selected or environmentally controlled as to provide for comfort and health with respect to temperature, humidity, ventilation and lighting as provided in (Act 306, Public Acts of 1937 as amended), the Michigan Department of Education School Plant Planning Handbook (1975) Physical Environment of the Building (IV, Pages 39-45, 57-59).
- F. Adequate supplies, materials, equipment and inservice training shall be provided all staff which enter the ESY program.
- G. TSY Plymouth-Canton staff members shall be given priority status as daily substitutes in the ESY program at the daily substitute rate.

Teachers to be considered for the above duties must declare their intention in writing to the Human Resources Department.

TSY, ESY or laid off Plymouth-Canton staff members shall be given priority status to temporarily replace regular ESY staff members while they are on vacation (i.e., summer periods or 3 week breaks). These teachers shall be paid their per diem rate of pay.

ESY off-track teachers shall not be called as daily substitutes unless they have previously volunteered in writing to substitute.

- H. When necessary, and on a schedule determined by mutual agreement of the individual teacher and building principal involved, up to twelve (12) additional hours per track vacation period shall be granted for the purpose of setting up and taking down. These shall be in excess of inservice time and shall be paid at the teacher's per diem rate of pay. It is understood that the number of hours agreed upon may be less than twelve (12). Six (6) hours of set up/take down time shall be considered one school day.
- I. Teachers and administrators of an ESY building will work together to establish guidelines and to implement the program in the building.

## **ARTICLE XXI**

### **MISCELLANEOUS**

#### **A. MEETINGS**

The representatives of the Association and the Board shall meet monthly on an informal basis to discuss problems of mutual concern.

#### **B. BOARD POLICIES AND PROCEDURES**

All existing Board Policies and Procedures concerning those persons covered by this Agreement, if not changed in this Agreement, shall remain in effect and no change will be made in any way during the term of this Agreement without negotiation with the Association.

If conflict exists between old and new policies, which affect teachers, old policies and procedures will prevail until they are resolved by mutual agreement.

#### **C. JURY DUTY**

An employee called for jury service or subpoenaed as a witness will be granted leave with full pay. However, the money earned as a juror less receipt supported parking fees shall be turned in to the business office. The employee shall retain the money received for mileage.

#### **D. CALENDAR ADJUSTMENT**

In the event there is a state law requirement to make up pupil count days lost for emergency school closing, a Joint Committee of Association and Administration, six persons (6), shall be convened to adjust the calendar in order to meet State Law Requirements.

#### **E. CHANGES**

On all items sought to be negotiated, this contract represents the entire agreement of terms and working conditions between the parties for the duration of this Agreement. There shall be no changes in these provisions without mutual agreement between the parties.

It is noted and understood that the reorganization of this new document by the consolidation of the past Letters of Understanding, past Extension Adjustments, Agreements, Articles and Section Headings and interpretations, are not intended by this document to change any language, interpretations, or practices, except as specifically and previously agreed to in negotiations.

## ARTICLE XXII

### SUBSTITUTE/TERM SUBSTITUTE TEACHERS

- A. A substitute teacher is a certified teacher who may have lesser qualifications than a regular teacher and who takes the place of a regular teacher in an assignment on a day-to-day basis.
- B. If a substitute teacher works more than sixty (60) consecutive days on a single assignment, he/she shall be classed as a term substitute, and his/her daily pay and benefits shall be adjusted to a level equal to that which he/she would receive on the first step of the B.A. salary schedule with all fringe benefits. Such adjustment will be effective on the sixty-first (61<sup>st</sup>) day.
- C. If a term substitute does not have a life, provisional, permanent or continuing certificate, he/she shall not serve as a term substitute.
- D. Substitute teachers, who begin the school year or second semester in a position, and are assigned in that position to regular staff status as a result of increased class loads, shall be given a retroactive teaching contract to the beginning of the school year or the beginning of the second semester. Further, those people shall be given a full or semester's increment and seniority.

## ARTICLE XXIII

### STAFF PARTICIPATION: CURRICULUM DEVELOPMENT, INCREASING INSTRUCTIONAL EFFECTIVENESS, SCHOOL IMPROVEMENT AND ADEQUATE YEARLY PROGRESS (AYP)

- A. The Board of Education and the Association recognize the importance of staff participation in the process(es) of curriculum development; increasing instructional effectiveness through such avenues as staff development and in-service training; and, school improvement planning, including issues related to AYP.
- B. The parties further recognize that change is a constant and thus influences the nature of teaching and learning. Therefore, a commitment to increased effectiveness regarding instructional programs and services is a mutual responsibility of the school district and the instructional staff. Such commitment can best be carried out in a climate that continues, supports and assures the opportunity for staff involvement.
- C. Neither participation nor non-participation in these areas shall be a criterion for evaluation, discipline or discharge.
- D. Staff participation is strongly encouraged. While the decision to accept the invitation to participate in matters of curriculum development; increasing instructional effectiveness; and school improvement is voluntary outside the contractually required work hours, the opportunity for such involvement will continue to be provided at the district and building level.
- E. For schools that achieve AYP, an agreed upon merited sum will be distributed to each teacher in the building.

ARTICLE XXIV

DURATION

This Agreement and each of its provisions shall be effective as of August 31, 2010 and shall continue in full force and effect until August 30, 2011.

Negotiations for a subsequent agreement will commence at least ninety (90) days prior to the expiration of this Agreement.

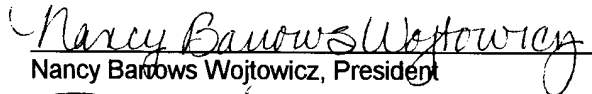
Except as provided in the paragraph above, neither party shall demand any modification to any provision of this Agreement except by mutual agreement.

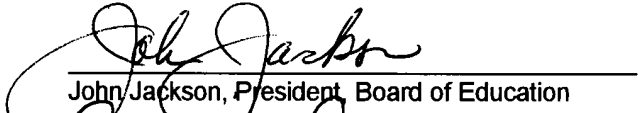
This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_ day of August, 2011.

Plymouth-Canton Education Association

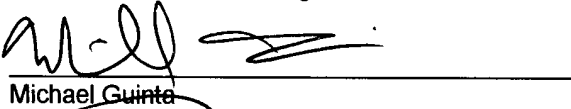
Plymouth-Canton Community Schools

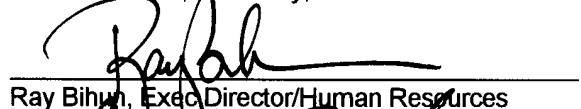
  
Nancy Barrows Wojtowicz, President

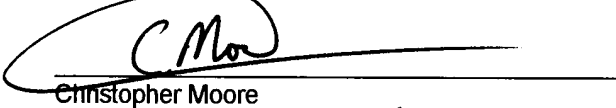
  
John Jackson, President, Board of Education

  
Robert Williams, Chief Negotiator

  
Adrienne Davis, Secretary, Board of Education

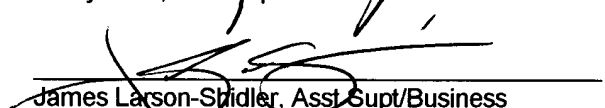
  
Michael Guinta

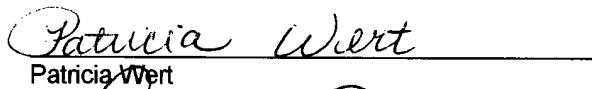
  
Ray Bihun, Exec Director/Human Resources

  
Christopher Moore

  
Cindy Swift, Asst Superintendent/Instructional

  
Ken Fistler

  
James Larson-Shidler, Asst Supt/Business

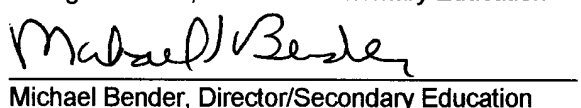
  
Patricia Wert

  
Kenneth J. Jacobs, Deputy Superintendent

  
Bob Thomas, MEA Uniserv Director

  
George Belvitch, Director/Elementary Education

  
Charles B. Portelli, Interim MEA Uniserv Director

  
Michael Bender, Director/Secondary Education

APPENDIX A

**SALARY SCHEDULE**

0 % on the salary schedule

Plymouth-Canton Community Schools 2010-2011 TEACHERS' SALARY SCHEDULE			
<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>
1.0	\$39,954	\$43,954	\$45,105
1.5	\$41,686	\$45,951	\$47,101
2.0	\$43,417	\$47,947	\$49,097
2.5	\$44,778	\$49,531	\$50,682
3.0	\$46,138	\$51,114	\$52,266
3.5	\$47,495	\$52,696	\$53,848
4.0	\$48,852	\$54,278	\$55,429
4.5	\$50,205	\$55,863	\$57,014
5.0	\$51,558	\$57,448	\$58,599
5.5	\$52,918	\$59,028	\$60,179
6.0	\$54,278	\$60,607	\$61,759
6.5	\$55,634	\$62,193	\$63,344
7.0	\$56,990	\$63,779	\$64,928
7.5	\$58,348	\$65,356	\$66,506
8.0	\$59,706	\$66,933	\$68,084
8.5	\$61,065	\$68,522	\$69,672
9.0	\$62,423	\$70,110	\$71,259
9.5	\$64,406	\$71,688	\$72,837
10.0	\$67,716	\$73,266	\$74,415
10.5		\$75,591	\$76,740
11.0		\$79,473	\$80,646

## Salary Schedule - Fringe Benefits

1. All school district nurses shall be entitled to all fringe benefits as outlined in the Master Agreement.

2. **HEALTH PROGRAM**

Effective January 1, 2008, the Board will offer the Blue Cross Blue Shield Community Blue PPO Plan as established in the Health Plan Outline and will pay up to the illustrated rates of the BCBS Community Blue PPO. The illustrated rates will be calculated based on the new rates, July 1 - June 30 and paid from September through June.

The Board reserves the right to select the third party administrator and to bid the \$15.00 generic / \$30.00 brand prescription drug rider. Contraceptives will be added to the prescription drug plan. Open enrollment will be May to be effective the following September.

- a. The Board agrees to pay 100% of the BCBS Community Blue PPO illustrated rate for regular full time certified personnel and any (pro-rated) amount of the subsidy payments for regular part time certified personnel according to their FTE. The balance will be paid by the teacher up to 100%.
- b. Personnel hired prior to the opening of school will be covered as of the date of school opening. Those hired after school has begun will be covered the first day of employment following such employment provided proper application in writing has been made in advance.
- c. All health coverage plans will include uncapped annual and lifetime outpatient mental health coverage.
- d. The employee will pay the first \$100 of services per individual and to \$200 per family deductible annually for in-network procedures, which does not include regular co-pays such as office visits, preventive care visits, etc. The employee will pay \$250 for individual and \$500 per family deductible annually for out of network procedures.
- e. The office and urgent care co-pay is \$20 per visit. The emergency room co-pay is \$100 per visit. The co-pay will be waived if the employee is admitted to the hospital or attends the emergency room as a result of an accident. Mental health co-pays are \$15 per visit.
- f. A Flexible Spending Account for employee contributions will be established to include medically related expenses and dependent care expenses in accordance with the I.R.S. regulations. Employee contributions for medically related expenses will be unlimited. The limit for dependent care expenses will be in accordance with the I.R.S. regulations.

The district will fund \$300 per employee into the employee's Flexible Spending Account (FSA). This district contribution to the individual employee's FSA will be made annually. This annual contribution will be made at the beginning of the plan year, which is September 1 of each year.

In addition to the \$300.00 per employee contribution, the parties will consider a supplemental amount in future years. The supplemental amount will be

determined annually after reviewing all relevant factors. The parties will continue their practice of allocation of available funds into the PCEA Future Teacher Scholarship Fund. It is the intent of the parties that the above language will be redrafted in the 2011-2012 contract.

- g. The Board will offer teachers an opportunity to enroll in Short Term Disability coverage. Cost of this coverage and any associated fees will be the responsibility of the employee and will be processed through a payroll deduction plan on a post-tax basis. Employees may enroll at any time.

### **3. DENTAL PROGRAM**

- a. The Board will provide and pay in full for a full family dental plan referred to as MESSA Plan E, Delta 100/80/80 with a \$1,500 orthodontic lifetime maximum.

The employee may choose 100/90/90 PPO Plan at no additional cost to the Board.

- b. The annual maximum will increase from \$1,000 to \$1,500.
- c. Benefits shall be provided on an internal and external coordination of benefits basis.
- d. The Board agrees to pay 100% of the premium for regular full time certified personnel and a pro-rata premium for part-time personnel.
- e. Dental coverage will begin on the first day of the month following employment.

### **4. LONG-TERM DISABILITY PROGRAM**

For all persons covered by this Agreement, the Board agrees to pay one-hundred percent (100%) of the cost of an income protection insurance policy which shall provide sixty-six and two-thirds (66- 2/3%) percent of gross earnings, after a ninety (90) calendar day waiting period, less any amounts paid or payable under Worker's Compensation Insurance and full disability benefits received from Social Security and Retirement Benefits limited by the express terms of an insurance policy presently in force in the school district. This shall include the following maximum monthly benefits: \$4,500.

Long-term disability insurance coverage will begin on the first day of the month following employment.

The board will pay six (6) months of health insurance for teachers on long-term disability beyond the 12 weeks of Family Medical Leave Act (FMLA).

### **5. VISION PROGRAM**

For The Board agrees to pay 100% of vision coverage (VSP2 or equivalent) for all persons covered by this agreement on an internal and external coordination of benefits basis.

- a. \$75 for exams
- b. \$75 for frames
- c. \$100 for single lenses
- d. \$100 for bifocal lenses
- e. \$125 trifocal lenses
- f. \$125 lenticular lenses
- g. \$150 for contacts

Vision program coverage will begin on the first day of the month following employment.

**6. LIFE INSURANCE**

The Board agrees to provide Term Life Insurance coverage in the amount of forty thousand dollars (\$40,000) for all regular full time certified personnel under contract during their employment by the Plymouth-Canton Community Schools and a prorated subsidy for this coverage for all certified personnel who are less than full time.

Personnel hired prior to the opening of school will be covered as of the date of school opening. Those hired after school has begun will be covered the first of the month following such employment providing proper application, in writing, has been made in advance.

Life insurance coverage will begin on the first day of the month following employment.

**7. CREDIT HOURS**

The Board agrees to pay annually for each semester hour of credit earned at an accredited college or university an amount of \$30 per semester hour.

- a. Semester hours earned after the Bachelor Degree + 18 hours, to a limit of twelve (12) hours, after receipt of a current valid provisional teaching certificate.
- b. Semester hours earned after the Masters Degree, or which have been taken simultaneously with semester hours which result in the grant of the Master Degree, to a limit of thirty (30) hours.

Credit must be a part of a program toward a higher degree, must be taken in a field of study directly related to his/her teaching assignment, or, must have the approval of the Superintendent, or his/her designee. Teachers must have their official transcripts in the Superintendent's, or his/her designee's, office not later than October 31 in order to receive salary credit for the year. Qualifications for payment on an advance salary schedule shall result in such change at a semester point, upon evidence of completion.

Additional semester hours credit over those previously approved shall have been completed after the effective date of the previous collective bargaining agreement between the parties.

**8. COLLEGE TUITION**

The Board agrees to pay the tuition for college credit hours beyond the M.A. + thirty (30) if the application for approval is signed by the Superintendent, or his/her designee.

**9. PAID LEAVE DAYS**

- a. The Board agrees to grant ten (10) days for illness of the teacher or a dependent of the teacher living in the teacher's household, bereavement, religious holiday, and personal business each year for the first and second year Probationary Teachers, twelve (12) days for third, fourth and fifth year teachers and fifteen (15) days for Teachers beginning the sixth year of service in the Plymouth-Canton Community Schools. This time will be prorated for teachers who take unpaid leave days based on the number of days on payroll divided by the number of total work days that year multiplied by the number of days the teacher is entitled to receive.

All Personal Business days are deducted from the accumulated sick leave bank of the teacher.

Sick leave policy to include accumulative to 180 days.

Summer school teachers will not receive sick leave time for their teaching, but may use their accumulated sick leave bank on a fractional-day charge.

**b. PERSONAL BUSINESS DAY**

Each teacher's leave bank will include four undeclared personal business days to be used yearly without approval of the administration.

The request for an undeclared personal business day will be made, three (3) work days in advance by the teacher except in cases of emergency.

Personal business days cannot be used for time immediately before or after an established holiday or vacation period during the school year or before summer recess. Requests for a day before or after a holiday or vacation period must be submitted to the Executive Director for Human Resources at least five (5) work days prior to the requested absence. All approvals will be without pay except for graduations that are held on the day of the absence. The decision of the Executive Director will be final.

Personal business days may be taken during the first five (5) days of the school year upon approval of the Executive Director for Human Resources for the following reasons: to attend a wedding, to participate in a graduation, or to assist in moving a child/dependent to a college or university. The Executive Director may also grant personal business days for other reasons at his/her discretion.

No personal business day will be granted during the first instructional day for students. Teachers are highly encouraged to work on this day; however, if the day is requested and approved for one of the reasons or at the discretion of the Executive Director, the approval for this particular absence will be without pay.

Requests for personal business days during the first five days of school must be submitted at least five (5) workdays prior to the requested absence. Up to 15 requests will be granted, on a first come first serve basis, provided there are sufficient substitutes available; however, at the discretion of the Executive Director, additional requests may be granted. All personal business days approved during this time will be charged to the employee's personal leave bank. The decision of the Executive Director to approve or deny personal business days during the first five (5) days of the school year is final.

Each teacher will contribute one-half (1/2) of one day from his/her leave bank to establish a Personal Business Bank to be administered by the PCEA (maximum of 500 days). After exhausting his/her undeclared personal business days, a teacher may apply to the PCEA Personal Business Bank for use of day(s) for legitimate personal business that cannot be conducted outside of the regular school day. If the PCEA Personal Business Bank falls below 100 days, teachers will contribute additional leave days.

For purposes of applying the paid leave day's section, immediate family shall be defined as spouse, mother, father, child, step-mother, step-father, step-child,

siblings, mother/father/daughter/son in-law and grandparents. There will be no other exceptions.

**c. RELIGIOUS HOLIDAY**

The following guidelines will be followed as it pertains a teacher's request to use personal leave days on religious holidays.

1. Teachers who request an absence on an acknowledged religious holiday, must submit a "Teacher's Absence Form" (green slip) to the Executive Director of Human Resources or his/her designee five (5) days in advance of the absence.
2. Teachers should indicate on the Teacher's Absence Form that the absence is for observance of a specific religious holiday. Phone calls to the substitute desk will not be accepted as a method of applying for an absence on a religious holiday.
3. If there are questions or concerns, the Executive Director or designee may contact the employee for clarifying information.
4. Absences used for the observance of religious holidays will be deducted from the employee's personal leave bank; however, these absences will not constitute an undeclared personal business day as provided in the Master Agreement.

**10. RETIREMENT ALLOWANCE**

In appreciation for services to the school district, a retirement payment of one hundred dollars (\$100) per year of service, to the District, shall be paid upon retirement, provided the teacher shall have been employed in the school district for at least ten (10) years and is eligible and has made application for Michigan School Employees Retirement Fund benefits. Payment will be made upon evidence that application has been made with reasonable assurance that the retiring teacher qualifies. This is for bona fide retirement and does not apply to other separations.

**11. VOLUNTARY RETIREMENT COMPENSATION**

Any teacher who retires shall be given a Voluntary Retirement Compensation pay of \$7,500. This payment is in addition to other retirement benefit payments specified.

A teacher must be on at least the tenth (10th) step of his/her salary schedule to be eligible for the benefits described in this section.

All Starkweather/ELL teachers will qualify for the voluntary retirement compensation of \$7,500 with ten years of teaching experience in PCCS and/or until they reach the top of the salary schedule.

Retirement means the teacher must make application for benefits under the MPSERS (Michigan Public School Employee Retirement Services) with reasonable assurance that the employee qualifies and cannot service the Plymouth-Canton Community Schools in any future paying capacity without the approval of the Superintendent. This section applies to bona fide retirement and does not apply to other separations or conditions that are not purely voluntary in nature.

**12. 403(b) SPECIAL PAY PLAN**

Plymouth-Canton Community Schools, the employer, has adopted a 403(b) special pay plan. Therefore, the following items currently in PCCS/PCEA Master Agreement, voluntary retirement compensations, retirement allowance, and any other “special pays” (tax qualified and retirement severance pays) will be paid through Plymouth-Canton Community Schools 403(b) Special Pay Plan.

For those employees participating in the 403(b) plan, who are less than 55 years of age in the year of separation of service, will have 60 days from the day of 403(b) special pay payment to be held harmless. The 403(b) special pay plan allows for a “hold harmless” provision for those under 55 years of age who liquidate their account. The plan sponsor, Plymouth-Canton Community Schools, will make the individual whole with regard to the IRS penalty of 10% on the special pay plan distribution amount.

**13. 20 PAY / 24 PAY PLAN**

All contract teachers will be paid on a twenty-four (24) pay plan extending for a twelve (12) month period. Teachers may exercise the option of being paid on a twenty (20) pay plan extending for a ten month period, if they sign such an option form prior to August 15. Option will be on a continued basis unless changed by the employee by the proper time limitation. Pay dates will be scheduled for the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) of each month. If any of these dates falls on a Saturday, Sunday or banking day, the pay date will be on the first previous banking day.

Should legislation change the starting date of the school year, upon the enactment of the new legislation, the parties agree to re-open discussions regarding the pay plan and pay dates.

All members of the PCEA will participate in a direct deposit program with any financial institution(s) of their choice.

**14. PAYROLL DEDUCTION**

The Board agrees to continue to make voluntary payroll deductions from the salaries of teachers according to existing practices, and any other, as approved by the administration, including Credit Union, U.S. Savings Bonds, Tax Sheltered Annuities and Community Fund.

Commencing January 1, 2009, IRS rules and regulations place the responsibility on the school district of monitoring all 403(b) carriers and school district employees to insure compliance with IRS guidelines. To assist the parties in this process, a third party administrator (TPA) has been selected.

All current 403(b) providers (including flow through providers) that sign an information sharing agreement will be allowed to continue as vendors. The district will provide the PCEA with the plan document or its successor prior to any adoption of the same.

The parties further understand and agree that the regulations regarding the administration of the 403(b) plan continues to evolve, and it is the intent of the parties to comply with all legal requirements. A joint committee with representatives from the administration and from the PCEA will evaluate and recommend changed to the current plan and/or vendors at least once a year.

Roth 403(b) and 457 tax-deferred retirement plans will be available to employees.

**15. LONGEVITY PAY**

The teacher longevity stipend will be as follows:

1. Beginning the 16th year of teaching in the district, a stipend of \$300.00 annually, until -
2. Beginning the 21st year of teaching in the district, a stipend of \$550.00 annually, until -
3. Beginning the 26th year of teaching in the district, a stipend of \$800.00 annually, until -
4. Beginning the 31st year of teaching in the district, a stipend of \$1,000.00 annually.
5. Teachers whose date of hire falls prior to January 1st shall receive their longevity pay in September. Teachers whose hire date is January 1st or later shall receive longevity pay in January.

**16. FAMILY MEDICAL LEAVE ACT (FMLA)**

Teachers are entitled to FMLA leave in accordance with the law. Further, beyond the minimum requirements of the FMLA, the parties agree that a tenured teacher who is scheduled to teach at least 900 hours (approximately 0.7 F.T.E) will be eligible for FMLA.

Paid leave periods will count toward the FMLA eligibility period. Unpaid absences do not count toward FMLA eligibility.

**17. PCEA SICK BANK**

It is hereby agreed by and between the Plymouth-Canton Board of Education and the Plymouth-Canton Education Association as follows:

- A. Teachers with 166 to 180 days in their personal leave banks at the beginning of each school year will donate only those newly loaded days which total in excess of over 180 days to the PCEA sick bank. If the bank falls below 500 days, the PCEA has the right to assess individual contributions from its members to whatever extent is needed.
- B. A sick bank committee will govern the use of the bank. The committee will consist of two (2) individuals appointed by the Executive Director of Human Resources and two (2) individuals appointed by the PCEA President. The committee will convene whenever a request by a teacher is made for use of days from the bank. The request must be in writing by the teacher to the Executive Director of Human Resources with a copy to the PCEA President. The committee will make its decision by secret ballot vote. A majority of the committee must approve all use of bank days and the decision of the committee shall be final.
- C. Days from the bank will be available for illness of the teacher only and will not apply to requests related to family illness, bereavement, etc. Requests will be considered for catastrophic situations which are sudden, unexpected, and of a long-term nature. The bank is not intended to remove the obligation and expectation that sick leave is to be used only as needed and that each teacher must be accountable for the amount of sick time he/she may have accumulated.

- D. The committee will consider requests for use of the bank provided:
  - 1. The personal sick leave accumulation and 30 day extension will be exhausted.
  - 2. Use of the bank days will cease when the teacher becomes eligible for long-term disability coverage.
  
- E. Teachers who deplete their sick/personal business day bank may write a letter to the PCEA President and the PCCS Executive Director of Human Resources and request a loan of five (5) sick days. These days will be granted with the teacher repaying all five (5) days back to the PCEA sick bank from their new allotment of sick days the following school year.

**18. ALTERNATIVE EDUCATION and ELL/BILINGUAL TEACHERS**

Alternative Education and ELL/Bilingual teachers will be entitled to all of the fringe benefits as provided in this SALARY SCHEDULE–FRINGE BENEFITS article that the current K-12 teachers.

**19. ANNUAL CLASSROOM ALLOCATION**

Each teacher will be provided with a \$100 annual allocation to be used for classroom supplies. Any unspent allocation will remain in the teacher's individual account to be used in subsequent years.

## POLICY STATEMENTS - B and C

1. It is agreed that the building principal, after conferring with other necessary persons within the building, will declare positions open. All Appendix B positions will be posted with the minimum qualifications listed for the position.
2. It is agreed that teachers holding positions listed or referred to on B and C Schedules in order to maintain them on a continuous basis in subsequent years need not reapply for these positions provided that the assigned duties are performed satisfactorily and that no substantial evidence to the contrary is presented by the supervising administrator prior to June 30<sup>TH</sup>. Should any teacher not wishing to hold his/her current B and C assignment in the following year, notification of same must be given to the supervising administrator.
3. The appropriate administrator has the responsibility to see that the assigned duties are performed satisfactorily.
4. A regular PCEA member who meets the posted qualifications of the vacancy and is equal to non-staff applicants, shall be given preference over non-staff members. A staff member is an individual who is employed in a regular teaching assignment within the district, excluding Appendices B and C positions, ad hoc positions, and per diem positions.
5. All PCEA members who apply for an Appendix B position will be interviewed. If a PCEA member applies for a middle school coaching assignment and meets the minimum qualifications as posted, that member will be hired. If more than one member applies for a middle school position, the decision will be made by the administrator in charge of the program. Teachers not hired for any Appendix B position will be provided with the reason(s) for their denial.
6. Except for good causes (i.e., participation, available money, qualified teacher, etc.) all assignments of the B and C schedules will be filled.
7. Any changes whatsoever must be approved by the Executive Director of Human Resources and President of PCEA.
8. Schedule "B"
  - a. Each position on Schedule "B" will be placed on a percentage level ranging from 3%-11%.
  - b. The percentage figure will be that of the B.A. teacher's salary schedule (1-10 steps). Experience will be determined by the years of experience in subject area, not years of teaching, within this or other districts up to step 5 for assistant coaches and step 10 for head coaches. No current coaches will be expected to take a reduction in salary as a result of this limitation.
  - c. All longevity and vacation pay presently in contract would be deleted.
  - d. After the 10th year of experience in one area he/she would receive an additional \$50.00 per year up to 5 years. Effective for the 1997-98 school year after the 10th year of experience in one area he/she would receive an additional \$75.00 per year. Effective with the 2000-2001 school year, after the 10<sup>th</sup> year in one area he/she would receive an additional \$100.00 per year up to five (5) years and this will supersede and render void the 1997-1998 changes. Current employees receiving

the \$75.00 stipend amount beyond 15 years experience and the \$500.00 cap for the 1999-2000 school year will be grandfathered at that additional amount. Those employees receiving \$75.00 for beyond the 15 year experience and receiving less than the \$500.00 cap will be moved to the \$500.00 cap.

9. NO person may hold the Head and Assistant positions in the same activity.
10. Guidelines for fixing position on the salary schedule shall include, but not be limited to the following:
  - a. Job description
  - b. Length of assignment
  - c. Vacation time involved
  - d. Equipment responsibility
  - e. Students involved
  - f. Scouting assignments
  - g. Level of community participation/response
  - h. Off-season preparation
  - i. Health and safety responsibility (training)
  - j. Legal liability
  - k. Time beyond contractual day
  - l. Training or certification in area
11. The Board and Association agree that the various categories and positions for extra curricular activities may need to be updated and corrected. Therefore, the parties agree that a Joint Committee of not more than three (3) persons appointed by the Association and three (3) persons appointed by the administration shall review all the categories and positions. Any recommended adjustment of Appendix B by the committee shall be made no later than April 1 of the school year prior to implementation.

12. In regards to riders for extra duty stipends, the following is understood:

All known rider assignments for extra curricular duties of a yearly nature, shall be distributed and determined by October 1 of the school year.

Such signed riders must be submitted to the Personnel Office no later than October 7.

Payment of such riders shall be by lump sum of any retroactive adjustment and the balance shall then appear as a regular prorated amount in paychecks for the balance of the year, beginning with the last pay in October.

It is our commitment to hold to these dates and deadlines barring any uncontrollable or unforeseen circumstances.

## APPENDIX B

<u>Levels</u>	<u>Minimum # of Staff</u>	<u>Levels</u>	<u>Minimum # of Staff</u>
<b><u>(11%)</u></b>		<b><u>(5%)</u></b>	
Head Football Coach - PCEP	( 3)	Asst. Baseball Coach - PCEP	( 3)
Asst. Athletic Directors - PCEP	( 3)	Asst. Softball Coach - PCEP	( 3)
<b><u>(10%)</u></b>		Asst. Track Coach - PCEP	( 9)
Drama - PCEP	( 2)	Student Activity Director – MS	( 5)
School Paper - PCEP	( 1)	Audio Visual Director – MS	( 5)
<b><u>(9%)</u></b>		Asst. Soccer Coach - PCEP	( 3)
Head Basketball Coach - PCEP	( 6)	Freshman Baseball Coach - PCEP	( 3)
Head Gymnastics Coach - PCEP	( 3)	Freshman Softball Coach - PCEP	( 3)
Head Swimming Coach - PCEP	( 6)	Freshman Track Coach - PCEP	( 6)
Head Volleyball Coach - PCEP	( 3)	Freshman Soccer Coach – PCEP	( 6)
Head Wrestling Coach - PCEP	( 3)	Asst. Cross Country Coach –PCEP	( 6)
Audio Visual Technician - PCEP	( 1)	Asst. Tennis Coach – PCEP	( 6)
Head Hockey Coach – PCEP	( 4)	National Honor Society Advisor – PCEP	( 1)
<b><u>(8%)</u></b>		12 <sup>th</sup> Grade Class Sponsor	( 3)
Head Baseball Coach - PCEP	( 3)	Asst. Lacrosse Coach	( 3)
Head Soccer Coach - PCEP	( 6)	<b><u>(4%)</u></b>	
Head Softball Coach - PCEP	( 3)	Asst. Drama - PCEP	( 1)
Head Track Coach - PCEP	( 6)	Asst. Newspaper - PCEP	( 1)
Head Cross Country Coach - PCEP	( 6)	Athletic Coordinator – MS	( 5)
Head Golf Coach - PCEP	( 6)	P.E. Coordinator - Elementary	( 1)
Head Tennis Coach - PCEP	( 6)	Orchestra - PCEP	( 1)
Marching Band – PCEP	( 1)	Cheerleaders - PCEP	( 3)
Yearbook – PCEP	( 1)	11 <sup>th</sup> Grade Class Sponsor	( 3)
Head Lacrosse Coach	( 3)	Student Activity Director – PCEP	( 3)
<b><u>(7%)</u></b>		<b><u>(3%)</u></b>	
Asst. Basketball Coach - PCEP	( 6)	Softball Coach – MS	(10)
Asst. Football Coach - PCEP	(15)	Basketball Coach – MS	(10)
Asst. Swimming Coach - PCEP	( 6)	Swimming Coach – MS	(15)
Asst. Volleyball Coach - PCEP	( 3)	Volleyball Coach – MS	(10)
Asst. Wrestling Coach - PCEP	( 3)	Track Coach – MS	(15)
Diving Coach - PCEP	( 6)	Vocal – MS	( 5)
Fall Trainer - PCEP	( 3)	Band – MS	( 5)
Winter/Spring Trainer - PCEP	( 3)	Orchestra – MS	( 1)
Freshman Basketball Coach - PCEP	( 6)	Drama – MS	( 5)
Freshman Football Coach - PCEP	( 6)	Yearbook – MS	( 5)
Instrumental Music - PCEP	( 1)	Asst. A-V Technician - PCEP	( 1)
Vocal Music - PCEP	( 1)	Elementary Enhancement Leader	(16)
Freshman Wrestling Coach - PCEP	( 3)	10 <sup>th</sup> Grade Class Sponsor	( 3)
Freshman Swimming Coach - PCEP	( 6)	Quiz Bowl Advisor – PCEP	( 3)
Forensics - PCEP	( 1)	Science Olympiad Advisor – PCEP	( 3)
Debate - PCEP	( 1)	Math Olympiad Advisor – P.C.E.P	( 3)
Asst. Hockey Coach – PCEP	( 4)	Robotics Advisor – PCEP	( 3)
Asst. Gymnastics Coach – PCEP	( 3)	Mock Trial Advisor – PCEP	( 3)
<b><u>(6%)</u></b>		Diversity Council – PCEP	( 1)
Pom-Poms - PCEP	( 3)	Pep Band – PCEP	( 1)
Asst. Marching Band – PCEP	( 1)	Indian American Student Association - PCEP	( 1)
		Wrestling – MS	( 5)
		Cross Country – MS	( 5)
		<b><u>(2 %)</u></b>	
		9 <sup>th</sup> Grade Class Sponsor	( 3)

In addition to Appendix B, sponsors of clubs and activities at the high schools will be compensated at a flat rate of \$200.00 per year, provided that the club or activity has met the activity requirements and guidelines established at the park.

The list of clubs will be reviewed and maintained on a yearly basis as they are listed in the student handbook. A full list of approved clubs and activities will also be maintained with the PCEA President and in the Human Resources Department. New clubs will be added after the general requirements are met.

## APPENDIX C

- A. The middle school representative leaders are Language Arts, Social Studies, Math, Science, Practical Arts, M.S. Building Support, and Special Education (funding from special education). All leadership positions will be compensated at the rate of 5% of the B.A. base salary. All leadership positions have a job description, which may be amended only by mutual agreement with the PCEA. Department release time for department activities may be approved by the building principal.
- B. The following list gives a multiplication factor in parentheses to be used on the per diem rate for a B.A. base teacher to determine the amount of pay for each job listed (Example: For 2006-2007 per diem on B.A. base = \$39,954 divided by 185 = \$215.97 so for Bus Duty the pay for 2006-2007 is  $(0.11) \times \$215.97 = \$23.76$  per hour).

<u>ACTIVITY</u>	<u>COMPENSATION</u>
Dance/Mixer Chaperone	(0.24) per high school duty (0.17) per Middle School evening duty (0.14) per Middle School afternoon duty
Summer Camp Director	(4.00)
Summer Camp Assistant	(2.66)
Bus Duty (paid only for hours actually worked)	(0.11) per hour
Noon Duty	(0.09) per duty
Driver Education	(0.14) per hour in-class (0.13) per hour in-car

Certified teachers who teach high school credit courses in a continuing education program, including summer school and evening school, will use a multiplication factor of (0.14) per hour.

Teachers who are assigned to an extra class will receive 12% of their contract, to a maximum of a multiplication factor of (27.0).

## APPENDIX D

1. All Counselors who perform work in excess of the regular school calendar and the normal teaching load as set forth in Article VI, Section B, will be paid at their per diem rate of pay. (their base salary).

Increases are based upon recommendations, experience levels and years of service.



## APPENDIX F

### PCEA TEMPORARY CONTRACT DEVIATION REQUEST FORM

Identified below is the process by which a PCEA temporary contract deviation may be accomplished. Each requirement must be met unless indicated otherwise.

1. In order to accomplish a building/department wide change that requires a deviation to the collective bargaining agreement, at least 75% of that building/department staff must agree by a secret ballot vote administered by the building/department administrator and a teacher designated by that building/department.
2. If the requisite 75% approve the recommended change, the recommendation must be submitted to the Continuous Improvement Committee (CIC) by submitting a copy of the attached form, including any minority reports, to the PCEA President and the Executive Director for Human Resources. The CIC:
  - a. Shall consist of five (5) PCEA members appointed by the PCEA President and five (5) administrators appointed by the Board or its designee.
  - b. Shall be limited to contractual issues only, and
  - c. Shall be authorized, without ratification by its constituencies, to make and implement waivers to the collective bargaining agreement subject to the procedures identified in paragraph 3 below.
3. When a building/department level change, approved per the above, is submitted to the CIC at least 80% of the CIC cannot object to the plan in order for it to be implemented. The CIC shall:
  - a. Review the plan for contract implications,
  - b. Determine the required contract waivers,
  - c. Approve, reject or request modifications of the proposal, and
  - d. Oversee building/department level implementation of approved plans subject to the limitations in this process.
4. Each request for a temporary contract deviation must include:
  - a. The attached Contract Deviation Request Form,
  - b. The evaluation process of the requested deviation, and
  - c. The requested length of time the deviation will be effect before it will be reviewed by the CIC.

It is understood that any and all contract deviations are individual deviations to the contract applicable only to that building/department. Approval of the contract deviation does not set a precedent nor establish a practice for future contract deviation requests of a similar or different name.

**PCEA TEMPORARY CONTRACT DEVIATION  
REQUEST FORM**

BUILDING \_\_\_\_\_

New

DATE SUBMITTED \_\_\_\_\_

Renewal

**STATEMENT OF DEVIATION:**

**MASTER AGREEMENT LANGUAGE AFFECTED BY DEVIATION:**

ARTICLE \_\_\_\_\_

START DATE: \_\_\_\_\_

PAGE # \_\_\_\_\_

END DATE: \_\_\_\_\_

Decision making process by building  YES  NO

Consensus \_\_\_\_\_

**RATIONALE FOR DEVIATION:**

- CRITERIA: A. What positive student outcome sought by this deviation?  
B. What School Improvement goal and objectives are addressed by this deviation.*

**MINORITY VIEW:**

**BUILDING OUTCOME**

DECISION: \_\_\_\_\_ # OF YES VOTES  
 \_\_\_\_\_ # OF NO VOTES

\_\_\_\_\_  
 School Improvement Representative Date  
 Building

**CIC COMMITTEE OUTCOME**

DECISION: \_\_\_\_\_ # OF YES VOTES  
 \_\_\_\_\_ # OF NO VOTES

Duration of Deviation \_\_\_\_\_

\_\_\_\_\_  
 CIC Representative Date

\_\_\_\_\_  
 CIC Co-Chairperson Date

<p align="center"><b>BUILDING OUTCOME</b></p> <p>DECISION: _____ # OF YES VOTES                  _____ # OF NO VOTES</p> <p>_____                  School Improvement Representative Date                  Building</p>	<p align="center"><b>CIC COMMITTEE OUTCOME</b></p> <p>DECISION: _____ # OF YES VOTES                  _____ # OF NO VOTES</p> <p>Duration of Deviation _____</p> <p>_____                  CIC Representative Date</p> <p>_____                  CIC Co-Chairperson Date</p>
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**APPENDIX G**  
**GRIEVANCE REPORT FORM**

Plymouth-Canton Education Association, MEA/NEA

**Grievance No.** \_\_\_\_\_

*At each Step submit two (2) copies for signature and acknowledgement of receipt. One (1) copy remains with the administrator; the other copy with the Association's Grievance Committee.*

<i>BUILDING</i>	<i>ASSIGNMENT</i>	<i>NAME OF GRIEVANT</i>
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**STEP ONE**

- A. DATE CAUSE OF GRIEVANCE OCCURRED:
  
- B. 1. CONTRACT VIOLATION:
- 2. STATEMENT OF GRIEVANCE:
- 3. RELIEF SOUGHT:

<i>SIGNATURE OF GRIEVANT</i>	<i>GRIEVANCE CHAIR</i>	<i>DATE</i>
------------------------------	------------------------	-------------

Deliver to the Administrator within 25 days of occurrence.      DATE: \_\_\_\_\_

RECEIVED BY ADMINISTRATOR: \_\_\_\_\_

**STEP TWO**

Meeting with Administrator held:      DATE: \_\_\_\_\_

RESPONSE within 5 days of meeting:     GRANTED     DENIED     RESPONSE ATTACHED

**STEP THREE**

Delivered to the Superintendent or Designee within 15 days of disposition.      DATE: \_\_\_\_\_

Hearing with Superintendent or Designee held.      DATE: \_\_\_\_\_

RESPONSE:     GRANTED     DENIED     RESPONSE ATTACHED

<i>SIGNATURE OR SUPERINTENDENT or DESIGNEE</i>	<i>DATE</i>
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**STEP FOUR**

ASSOCIATION DECISION TO FILE FOR ARBITRATION.

<i>SIGNATURE OF GRIEVANCE CHAIR</i>	<i>DATE</i>
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**APPENDIX H**  
**SCHOOL IMPROVEMENT**

- I. The following school improvement process shall follow the Collaborative School Improvement Process model, including its assumptions and process, and the following will be in place:
  - a. Teachers shall comprise a majority of any school improvement team. The teacher representatives on the building level School Improvement Team will be elected by the teachers at that building.
  - b. The membership on the building level school improvement team will be revolving so that one-half of the team will be replaced at least every two years.
  - c. In order to accomplish a building wide change, at least 75% of the staff must agree.
  - d. Participation on a building school improvement team is voluntary and shall not be part of teacher's evaluation or otherwise be used to discipline teachers.
  
- II. Continuous Improvement Committee
  - a. Membership on the CIC shall be 5 PCEA members appointed by its President, 5 Administrators appointed by the Superintendent. The CIC shall be limited in its jurisdiction to contractual issues only and shall not be considered a PA 25 committee. The CIC shall be authorized, without ratification by its constituencies, to make and implement waivers to the collective bargaining agreement subject to the conditions of (I) above.
  - b. When a building level change, approved by the building subject to (I) above, is submitted to the CIC, it shall:
    1. Review the plan for contract implications,
    2. Determine required contract waivers,
    3. Approve, reject or request modification of the proposal,
    4. Oversee building level implementation of approved plans subject to the limitations in (IIa) above.
  - c. At least 80% of the CIC cannot object to the plan in order for it to be implemented.

The parties acknowledge that the Collaborative School Improvement Process model is a first step towards the training of staff in site based decision-making.

# Plymouth-Canton Education Association

## 2010/11 Calendar

Teacher Set-Up (K-12) Full Day	August 30, 2010
Professional Development (k-12) Full Day	August 31, 2010
Professional Development (K-12) Full Day	September 1, 2010
Teacher Set Up (K-12) Half Day a.m.	September 2, 2010
Labor Day Break	September 3 -6, 2010
First Day for Students ½ day a.m. & Set-up ½ day p.m.	September 7, 2010
K-5 Students (a.m.) & Teacher Comp. Day (p.m.) 6-12 Full Day	October 29, 2010
Professional Development (Full Day K-12)	November 2, 2010
K-5 Conference Comp. Day (Students a.m. & Comp Day p.m.) 6-12 full day students	November 23, 2010
K-12 Conference Comp. Day (no school)	November 24, 2010
Thanksgiving Break	November 25-26, 2010
Winter Break	December 18, 2010 – January 2, 2011
Classes Resume	January 3, 2011
MLK Holiday ( No School)	January 17, 2011
9-12 ½ day finals a.m. & 1/2 day records p.m.	January 25, 2011
9-12 ½ day finals a.m. & 1/2 day records p.m.	January 26, 2011
9-12 ½ day finals a.m. & 1/2 day records p.m.	January 27, 2011
Record Day K-12 Full Day (no students)	January 28, 2011
February Break	February 19 – 27, 2011
Classes Resume	February 28, 2011
Professional Development K-8 Full Day (no students) & MME 9-12 (Full Day)	March 1, 2011
MME 9-12 a.m. & Classes p.m.	March 2, 2011
MME 9-12 a.m. & Classes p.m.	March 3, 2011
Professional Development 9-12 p.m. (students a.m.)	April 5, 2011
Spring Break	April 16-25, 2011
Classes Resume	April 26, 2011
Professional Development 9-12 p.m. (students a.m.)	May 17, 2011
Memorial Day (no school)	May 30, 2011
Final Exams 9-12 (a.m.)/records day (p.m.)	June 14, 2011
Final Exams 9-12 (a.m.)/records day (p.m.)	June 15, 2011
Final Exams 9-12 (a.m.)/records day (p.m.)	
K-8 Students 1/2 day a.m. & teacher records day p.m.	June 16, 2011

Records Day 9-12 Full Day  
K-8 Students 1/2 day a.m. & teacher records day p.m.

June 17, 2011

### **Starkweather Calendar**

Starkweather Calendar will deviate from the K-12 calendar in the following ways:

Registration and PLC	September 7-8, 2010
Records Day	January 31, 2011
Registration and PLC	February 1-2, 2011

Revised 6/7/10

TO: Elementary Administrators and Teaching Staff

FROM: PCCS Central Office Administrators  
PCEA Leadership

DATE: June 17,2010

RE: Pilot Program – Fall Conference Report for Grades 1 – 5, 2010-2011 Extension

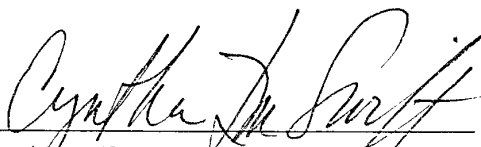
The Administration and the Association engaged in discussions regarding the four marking periods and the elementary report cards beginning in the 2008-2009 school year. These discussions led to an agreement to develop a "Pilot Program" focused on the first elementary report card period (approximately the end of October) and how student progress is reported to parents at that time.


The parties agreed to pilot a change in how the first elementary marking period is reported to parents. Instead of using the district wide report card for the 2009-2010 school year, teachers in grades 1 through 5 completed a Fall Conference Report. The Fall Conference Report was distributed to parents during the traditional first marking period and used at parent teacher conferences to report student progress during the first months of the school year.

After receiving input from teachers, principals, and parents the administration and the association have agreed to extend the pilot program through the 2010-2011 school year.

Teachers will continue to use the district report card system for the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> marking periods.

Both parties continue to see this as a positive, cooperative venture. Teacher representatives from each building and administrators will continue to work together to disseminate vital information and explanation to our grade 1 – 5 teaching staff regarding expectations and guidelines.

  
\_\_\_\_\_  
Dr. Cynthia Swift  
Assistant Superintendent for Instruction

  
\_\_\_\_\_  
Nancy C. Barrows  
President, PCEA

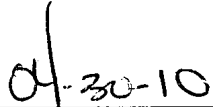
**Memorandum of Agreement  
Plymouth-Canton Board of Education  
And the  
Plymouth-Canton Education Association**

The parties agree that the following agreement with respect to common assessments will be established, beginning with the 2010-2011 school year, as these resolves pertain to the Plymouth-Canton Community Schools (PCCS) instruction department and the Plymouth-Canton Education Association (PCEA):


- Courses that satisfy expectations of the Michigan Merit Curriculum (MMC) must give a common Secondary Credit Assessment (SCA). The common SCA will be jointly developed by teachers of the subject and the appropriate administrator(s), will assess the content expectations satisfying the MMC requirements for that course, and will be given by all teachers teaching that course.
- The common SCA does not have to be given on final examination day.
- The common SCA must have some value (will count toward the student's grade in that course).

This agreement is in no way intended to limit the use of common assessments, as the parties agree that periodic common formative assessments are essential tools to ensure that all students have the same opportunity to demonstrate they have met the content expectations for a particular course.

  
\_\_\_\_\_  
Ray Bihun, Executive Director for Human Resources

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bob Williams, Chief Negotiator, PCEA

  
\_\_\_\_\_  
Date

## Joint Communication

Plymouth-Canton Human Resources and Plymouth-Canton Education Association

DATE: November 1, 2010  
TO: PCEA Members  
FROM: Bob Williams, Chief Negotiator, Plymouth-Canton Education Association  
Ray Bihun, Human Resources, Plymouth-Canton Community Schools  
RE: Joint Communication, Six (6) Hours On-line Professional Development

Part of the negotiation process includes developing a school calendar. Within that school calendar, the district is obligated by School Code to provide a minimum of 1098 hours of instruction. The School Code allows that up to 38 hours of professional development can be counted as part of the instruction hours requirement.

In previous agreements between the Board of Education and the Educational Association, the teams have developed a schedule throughout the year that includes 30 hours of professional development. As you are already aware, by November 2<sup>nd</sup>, the teachers will have completed 18 hours of professional development (August 31, September 1, and November 2). With every year for over a long period of time, teachers have also been required to complete six (6) hours of professional development on their own time in order to receive one-day's compensation. For this year, 2010-2011, this requirement is the same, but with a more innovative, self-directed on-line approach.

Initially, the Michigan Department of Education and legislature required at least six hours of on-line professional development. This requirement was later rescinded; but the district and the bargaining teams determined that a self-directed on-line professional development component would be a valuable learning tool for each teacher in reaching a personal professional growth goal or in contributing to the building school improvement goals.

For 2010-2011, the parties have agreed that teachers must complete six (6) hours of on-line professional learning on their own time. The Instruction Department has developed a comprehensive, on-line program for every EA member in the district, which will be explained to everyone on the November 2<sup>nd</sup> professional development day. The district's Moodle course delivery system will be the portal through which teachers will select from a list of on-line sessions. Teachers will still have to access the WCRESA website in the spring to record their on-line learning and receive credit for the professional development.

Both parties are excited about this opportunity for teachers because it not only meets the obligation to instructional time, the contractual agreement, but also because this opportunity will provide a relevant and customized professional learning experience for teachers.

Both parties have enthusiastically agreed that teachers will complete six (6) hours of on-line learning in order to meet the professional development standard. Thank you for understanding and participating in this innovative requirement.

*Bob Williams*, PCEA Chief Negotiator  
November 1, 2010

*Ray Bihun*, Human Resources

**MEMO OF UNDERSTANDING**

The following Memo of Understanding ("MOU") between PCCS and PCEA shall be in effect for the 2010-2011 school year. The parties shall review recent legislation (Race to the Top, "RTTT") and this MOU at the end of the school year for possible revision and/or inclusion into the collective bargaining agreement. This MOU shall be interpreted as if it appears in Article VIII.

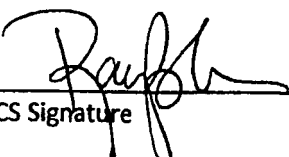
RTTT mandates annual evaluation of all teachers. The following modified evaluation shall not be applicable to probationary employees, tenure teachers on an IDP, and tenure teachers subject to a full evaluation no less than every fourth year. If at any time a tenure teacher is experiencing performance difficulties the evaluation process shall revert to Article VIII A, B, and C. The concerns shall be placed in writing.


The modified evaluation consists of the following:

- A. There will be a minimum of two observations.
- B. Evaluator's observation feedback will be shared with the teacher either verbally or via email within 5 working days. If the feedback is shared verbally it will be acknowledged in a written form. If the feedback is via email teachers must respond with an acknowledging email within two working days. In addition, the teacher or evaluator may ask to meet at a mutually agreed upon time.
- C. Summary Teacher Evaluation Report (Form D) will be completed by May 15.
- D. The post-evaluation conference will take place by the last scheduled work day of the school year.
- E. Pursuant to the MOU the observation is not required to be at least 30 minutes, pre and post observation conferences are not mandatory, and proof of lesson plans will not be required.

**PROBATIONARY TEACHERS**

- Post-evaluation conference will take place by the last scheduled work day of the school year.

  
\_\_\_\_\_  
PCCS Signature  
Date: Aug 30, 2010

  
\_\_\_\_\_  
PCEA Signature  
Date: 8-30-10

**PLYMOUTH-CANTON COMMUNITY SCHOOLS**

To be included in Evaluation Guidelines/Guidelines for Modified Evaluation.

By September 30, an informational meeting regarding the evaluation process.

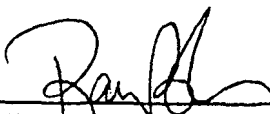
By October 15 a pre-evaluation conference will be held with each teacher to establish goals.

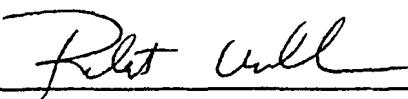
Using the current evaluation instrument, develop at least two goals focused on student growth created to support reaching the goals established within the building school improvement plan.

- A. Progress on reaching at least one of the goals will be reflected through the results of classroom, district, state, and/or national measures (assessments, projects, performances) identified through the collaboration of the evaluator and teacher.
- B. Progress on reaching the second goal will be reflected through the results of measures listed in "A" above and identified in collaboration with the members of the teacher's professional learning community and the evaluator and shared by the members of the PLC.

Note: For elementary teachers, it is appropriate that the student growth goals reflect progress in one or two of the core subject areas (English Language Arts, Math, Science, Social Studies) and are not required to reflect progress in all four core areas.

- C. During the 2010-2011 school year professional development regarding student growth and goal setting will occur.

  
\_\_\_\_\_  
PCCS Signature  
Date: Aug 30 2010

  
\_\_\_\_\_  
PCEA Signature  
Date: 8-30-10

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